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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

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GREATHEED, WILLIAM.—Any person having any knowledge of a WILL left by the above, late of 67 and 69, Chancery-lane, London, W.C.2, of no occupation, and who died recently, is desired to COMMUNICATE with Messrs. Valpy, Peckham and Chaplin, of 15, Lincoln's Inn-fields, London, W.C.2, solicitors.

FLORA VASSAR BUCHANAN, decd., late of "Castlemere," Rustington, near Worthing, Spinster, School Matron.—Will anyone having in his possession a WILL of the above-named, dated July, 1922, or who has any knowledge of a later Will, kindly COMMUNICATE with Crockford & Sons, Solicitors, 71, Temple Row, Birmingham.

LIEUT.-COLONEL C. R. SCOTT, V.D., decd., late B.B. and C.I. Ry., Ceylon, Jersey, and Montreux. Will any solicitor, banker or other person having any KNOWLEDGE of a WILL, or sealed document the property of above, please COMMUNICATE with Messrs. Withall & Withall, Solicitors, 18, Bedford-row, W.C.1?

COLONEL LYALL NEWCOMEN COOPER, decd., C.B.E., D.S.O., late R.E.—Any solicitor, banker, or other person having in his possession or knowledge of a Will of the above-named deceased who died at The Elms, Park-road, Teddington, Middlesex, on the 27th September, 1929, is requested to COMMUNICATE at once with Messrs. Royds, Rawstorne & Co., 46, Bedford-square, London, W.C.1.

DANBY—DIGBY—JACKSON.—Information is desired with regard to any DESCENDANT of (*a*) WANDESFORD DANBY, son of Christopher Danby and Anne (Colepepper), his wife, born in Yorkshire 17th April, 1663, a member of the Haberdashers' Company of London in 1684, and "of London," in 1696 and still living in 1726. He is known to have had two daughters, named Elizabeth and Ann, of whom both were living in 1699. (*b*) JOHN DANBY, of Middleham, Co. Yorks, who was born on the 1st August, 1638, and was buried at Middleham in January, 1696. He had seven children, named Thomas, John, Francis, Charles, Margaret, Robert, and Katherine. The last-mentioned, Katherine, married one Digby, and had a son, James Digby, who was buried at Middleham in July, 1739, and she was buried there in December, 1756. (*c*) ELEANOR DANBY, who was born at Bedale, Co. Yorks, in March, 1664, and married Thomas Jackson in March, 1690, and is known to have had a daughter, Ann Jackson, who was living in 1695. Thomas Jackson was "of the City of York, gentleman" in 1699. A REWARD of £50 will be paid to any person supplying information which leads to the discovery of any surviving descendant of any of the persons above mentioned. This information is required in connexion with a claim to a barony now in abeyance.—Apply Hardy and Page, 2, Stone-buildings, Lincoln's Inn, W.C.2.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page xi.

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Current Topics.

The Form of a Disentailing Assurance.

BEFORE THE passing of the Law of Property Act, 1925, the stereotyped form of a disentailing assurance by a legal tenant in tail in possession was a conveyance to the grantee to uses, to the use of the former tenant in tail in fee simple freed from the estate tail. In effect, the grant automatically operated under the Statute of Uses, to restore the legal estate to the owner, but in fee simple instead of fee tail. Since 1925, however, the Statute of Uses has been repealed, so this device is no longer effective, and any estate conveyed passes to the grantee. If then the legal estate is conveyed, it is arguable that it passes to the grantee, who becomes the estate owner. This plainly is not intended on a disentailing assurance, and the point is dealt with in "Prideaux," vol. iii, p. 402, where the opinion is expressed that disentailing assurances can only operate to transfer equitable interests. If this is so, the form of the assurance may perhaps be regarded as of little moment, so long as the intention is manifest. Reference is made in "Prideaux" to the Settled Land Act, 1925, ss. 13, 18 and 20 (1) (*i*), but in vol. 6 of the "Encyclopædia of Forms and Precedents," p. 255, note (*f*), reliance is placed on s. 16 (5) to prevent the legal estate passing. The nearest authority is no doubt *Re Alefounder* [1927] 1 Ch. 360, but that does not touch on s. 18 (1) (*a*). It is submitted that the word "disposition," as first used in that sub-section, cannot be interpreted as a disposition within s. 112 (2) (i.e., within the Act), for the contrary appears in that the disposition may be one "for the purpose of conveying or creating such equitable interests, etc." within s. 18 (1) (*a*), and therefore not avoided by it. The disposition is in fact of the equitable interest of the tenant in tail in reversion, which the tenant in tail in possession has power, in right of his position, to bar or convey to himself, thus conferring on himself the whole equitable fee simple, the legal estate remaining in him even if in form it appears to pass, since the sub-section forbids its passing. In the form in the "Encyclopædia" there is an express provision that there is an intention to transfer a legal estate, but "Prideaux" apparently relies on the statutory veto, see pp. 408-9. See also "K. & E." vol. I, pt. II, p. 739. Another possibility may be suggested, that the tenant in tail's conveyance to himself, by virtue of s. 72 (3) of the Law of Property Act, 1925, would be a "disposition" within the Fines and Recoveries Act, 1833, in which case the nomination of another person as grantee would not be necessary.

Maintained Wives Living Abroad.

A MAN named SHELTON, summoned at Southend for being in arrears on a maintenance order obtained by his wife, stated that his wages had been greatly reduced since the order was made, but he could not apply for reduction of the order, because she was living in Germany, and the summons could not be consequently served on her. The justices appear to have dealt with the difficulty by adjourning the wife's summons indefinitely, so long as the husband paid 15s. weekly, instead of the £1 required by the original order. Possibly this method of dealing with the problem may be effective, but of course there is no real legal answer to the wife's demand of £1 a week, save by the proper working of the machinery for the variation or discharge of the order. The Maintenance Orders (Facilities for Enforcement) Act of 1920, provides, very rightly, for the enforcement of an order against a husband who is anywhere within the British Empire. Nothing is said in the relevant statutes, however, as to the election of a woman having the benefit of a maintenance order to reside abroad. The whole theory of separation orders, which do not dissolve the bonds of marriage, is that nothing shall be placed in the way of the reconciliation of the parties, and that these orders should never be regarded as permanent. In resisting Lord BUCKMASTER'S bill for further divorce facilities, the late Archbishop DAVIDSON largely based his arguments on the frequency of reconciliation after separation. Whether reconciliation takes place in any but a trifling percentage of cases after separation orders is, no doubt, a controversial issue, but the possibilities of resumed relations must surely be substantially reduced if the wife receiving the money lives permanently abroad, and it is certainly open to question whether it should continue payable in such circumstances. The suggestion may therefore be made that, in addition to the reasons enabling magistrates to vary or discontinue an order, evidence that the wife who has obtained it has been out of the jurisdiction for three months or upwards should give them the necessary power. It would then be open to the wife to prove that her absence was temporary only. Men against whom maintenance orders are made are as a rule in a humble position, and certainly cannot be expected to send private detectives abroad to watch their wives, who thus are left quite free to cohabit with another man, while drawing maintenance money under a strict condition of chastity.

De-rating of Motor Repair Works.

THE DIVISIONAL COURT has at length had to consider the interesting and difficult question whether the definition in s. 3 (4) of the Rating and Valuation (Apportionment) Act, 1928, of "Retail shop" as including "any premises of a similar character where a retail trade or business (including repair work) is carried on," has the effect of excluding from the benefit of de-rating premises where the main work carried on is that of repairing articles for private customers. Two cases concerning the assessment of motor repairs works, one on a case stated by the West Riding Quarter Sessions Committee, and the other on a case stated by the Recorder of Middlesbrough, were before the Court and reserved judgments were delivered on the 5th inst. Unfortunately a serious difference of opinion was disclosed. Mr. Justice TALBOT and

Mr. Justice FINLAY held that "premises of a similar character" meant premises resembling a shop in physical attributes and, whilst disclaiming any intention to hold that all garages must be de-rated, decided that in each of the cases before the Court the Assessment Committee was correct in inserting the premises, or the apportioned value of part thereof, in the industrial column of the special list. Mr. Justice AVORY, on the other hand held that the premises in each case came within the definition of "retail shop," founding his judgment largely on the proposition that the object of the Act being to relieve productive industry from the burden of local rates, he could not believe it was the intention of the Legislature to relieve the occupier of hereditaments such as those in question from that burden. In articles published some time since in the columns of this journal (74 SOL. J. pp. 131 and 145), under the title of "Some De-rating Decisions at Quarter Sessions" it was shown that this divergence of view was to be found in the various conflicting decisions at quarter sessions, and it may therefore be assumed that the Treasury will carry the question to a higher court.

Husband and Wife giving Evidence against one another.

THE DAILY PRESS is not always to be relied upon for accurate and complete reports in legal matters, but if *The Times* report of the case of *R.* v. *Strand* at the Barnet Police Court on the 12th June is correct, a wife giving evidence against her husband on a charge of murder does not seem to have been informed by the court that she need not give evidence unless she desired to do so. Husbands and wives are competent witnesses against each other in certain cases, of which the one before the justices was one, but with one exception, not in point, they are not compellable witnesses the one against the other: *Leach* v. *R.* [1912] A.C. 305; and the very definite line taken by DARLING, J., when delivering judgment in the Court of Criminal Appeal in *R.* v. *Acaster* (No. 2) (1912), 7 Cr. App. R. 187; 28 T.L.R. 321, that the witness should be informed that he or she is not compelled to give evidence is usually followed, and ought to be followed. The exception, where a husband or wife is compellable, is in any such criminal proceeding against a husband or a wife as is authorised by the Married Women's Property Act, 1882. It is curious how many people make the mistake of assuming husbands and wives are compellable when competent. Even such a great lawyer as Lord BIRKENHEAD, writing in 1922, overlooks the case of *Leach* v. *R.*, *supra* (see "Points of View," p. 74). We believe the interesting essay in which this mistake occurs was reproduced from a paper presented to the Cabinet on the vexed question of "Should a doctor tell?" and it is surprising that no enterprising "devil" should have spotted the slip.

Accessories After the Fact.

AN EVEN more mysterious report is that of a man "bound over at North London" for having "received, relieved and comforted" his brother-in-law "wanted" for theft. There is no statute of which we know conferring jurisdiction to deal summarily with an accessory after the fact to felony. Aiders and abettors are expressly included in the 2nd Schedule to the Criminal Justice Act, 1925, but this is not in point. Either the court or the reporter must have gone astray.

Absent Tenants and Vacant Premises.

AN APPLICATION made recently to Mr. BINGLEY at Marylebone was stated by him to be without precedence in his experience of fifteen years, but although under a statute passed nearly two hundred years ago, and so seldom used, the procedure appears to be in working order. The matter arose on the disappearance of Dr. SPERO, formerly M.P. for Fulham. He had rented a flat at Elgin Mansions, Maida Vale, and was stated to owe the landlord three quarters' rent. Service of the usual process in the county court not being feasible, the landlord's solicitor applied to Mr. BINGLEY under s. 16 of the Distress for Rent Act, 1737. That section applies when tenants owing rent leave premises uncultivated and unoccupied, and without sufficient distress to countervail the arrears of rent. In such case, two justices may view the premises, and affix a notice that they will return to take a second view on a day not less than a fortnight on, when, if the rent is not paid, they may put the landlord into possession, and the lease shall become void. Originally, the arrears of rent had to be for not less than a year, and the remedy was available only if the right or power of re-entry was reserved, but the Deserted Tenements Act, 1817, extended the remedy to cases where a half-year's rent was due, and although no power of re-entry might be reserved. By the Metropolitan Police Courts Act, 1840, s. 13, it is provided that, instead of two justices being required to view the premises in the first place and affix the notice, a London magistrate may send a constable to do so, and may also send a constable on the second occasion to put the landlord into possession of the premises. The simplest way for a landlord to recover possession of vacant premises is to enter them, either by breaking in or otherwise, without legal process, but if a lease has not expired by effluxion of time this procedure is barred by s. 146 of the Law of Property Act, 1925, superseding a section in the Conveyancing Act, 1881. This section requires a notice to be served on the tenant as a condition precedent of re-entry for breach of covenant, and, if such notice cannot be served, the entry by legal process is the safer course. Even if the tenant consents, re-entry without the statutory notice may lead to trouble, as exemplified in *Re Riggs* [1901] 2 K.B. 16.

Profits Available for Dividend.

In *Long Acre Press, Ltd.* v. *Odham's Press, Ltd.* ([1930] W.N. 137), MAUGHAM, J., had to consider the meaning of the above phrase in a condition endorsed on a convertible debit note issued by a limited company, the holder of the note being entitled to a certain proportion of such profits. In the beginning of his judgment he pointed out that a creditor of the company, who was not *primâ facie* concerned with its success, except in so far as it enabled the company to pay his debt, was not in the same position as a shareholder. Presumably the difference would be that the contract between the company and its creditor would be more strictly construed against the former than memorandum or articles as between company and shareholder. In fact, however, he followed *Fisher* v. *Black & White Publishing Co.* [1901] 1 Ch. 174, in which the same phrase occurring in a memorandum of association was held to mean, not profits earned as appearing on the balance sheet, but such profits less the amount which the Directors recommended, as a matter of prudent administration, should be placed to reserve. In *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.* [1902] 1 Ch. 146, the same construction was adopted when the words occurred in a preliminary agreement on the formation of a company. In *Evling* v. *Israel & Oppenheimer, Ltd.* [1918] 1 Ch. 151, *Fisher* v. *Black & White Publishing Co.* was expressly distinguished by EVE, J., on the ground that he had to deal with the word "profits" in the memorandum, and not the phrase "profits available for dividend." In the present case the directors of the company, in view of the fact that the debts to the plaintiffs and others had been incurred by previous trading losses, deemed it prudent to appropriate the whole of the profit as appearing on the balance sheet to the liquidation of such debt, and in the circumstances MAUGHAM, J., held that there was no profit available for dividend. As a result of these cases, creditors and holders of classes of shares who seek to particpate in profits as appearing by the balance sheet must see that the reference to profits in defining their rights is not qualified by the words "available for dividend." As a set-off, of course, they would not be entitled to participate in sums drawn from a reserve to augment a particular dividend.

The Scottish De-rating Decisions.

(*Continued from p.* 378.)

They considered in similar circumstances that the primary use of the premises was for a retail shop. The Scottish courts applied the decision in the tailor's case to the premises of a bespoke bootmaker and shoemaker,(18) an artificial limb maker,(19) and a baker with bakehouse and shop combined.(20) It is unfortunate that the court should have been divided in opinion upon the construction of a provision which must obviously be of far-reaching consequences all over the country, and the King's Bench Divisional Court have recently arrived at a different conclusion in regard to a London baker's premises,(21) which results in this striking anomaly, that bakers secure de-rating in Scotland, but not in England. The court in Scotland were again divided in opinion concerning the premises of photographers, the majority holding them to be primarily a retail shop.(22) This decision was probably sound because, although a certain amount of manual labour is exercised in the taking, developing and printing of photographs, the business of a photographer is substantially retail. The definition of "retail shop" occurring in the Act (23) includes premises where retail trade or business (*including repair work*) is carried on. The court held that where, in premises with the outward character of a shop, repair work was conducted, the premises were not de-rateable. Thus a boot repairer,(24) a repairing saddler and a repairing jeweller,(25) and a motor repairer (26) were refused de-rating. These decisions applied to the premises of a firm who kept a shop in Glasgow, where weighing machines which they manufactured in England were kept in an efficient state of repair.(27) It is to be noted that the English court by a majority have held a motor repair shop to be de-rateable.(27a)

Premises primarily occupied and used for purposes of storage are not industrial hereditaments. Thus, a bonded warehouse used for maturing whisky(28) and cold storage premises(29) were refused de-rating. The character of the article was not in any way changed by the process which was carried on in these premises. Further, premises used as a dwelling-house are not de-rateable. It is common in the country town for the tradesman to have his house and business premises in the same building. The question for consideration was whether such premises were industrial. The court held that, as the whole fabric of the building depended on the industrial part, a blacksmith's house and smithy and a baker's house and shop were de-rateable.(30)

Another important exception from premises being industrial is if they are primarily used for purposes of distributive wholesale business. It was accepted at once that in connexion with every factory there must be distribution, and it was held that, where some article was manufactured or adapted for sale, then, notwithstanding that the greater portion of the premises was devoted to the distribution and packing of the article, the premises were none the less industrial in character. Thus, the premises of wholesale manufacturing chemists,(31) premises where brewers' draff and liquid yeast were dehydrated and cooked by a chemical process so as to render them fit for consumption by cattle,(32) and a creamery where milk was pasteurised and bottled,(33) were de-rateable. Lord HUNTER again dissented from the last decision, and said that in his opinion the business was primarily distributive wholesale. But this exception was responsible for excluding from de-rating a variety of premises where some work was done on an article, but the business was primarily carried on for the purposes of wholesale distribution. An important case concerned premises used for blending whisky; these were not de-rated as the proprietors were in reality wholesale whisky merchants.(34) Seed cleaners' premises,(35) premises of glass manufacturers where glass was cut from large sheets into specified sizes,(36) wool sorters' premises,(37) premises where beer was quieted, fined, carbonised and bottled,(38) the wholesale distributive centre of a firm of printing machine manufacturers, where the re-conditioning of old machines took place,(39) and oil blending premises,(40) were all refused de-rating on the ground that the occupiers were primarily wholesale merchants. But a distinction was drawn in the case of premises occupied and used for cleaning grain; they were held to be industrial, on the ground that the process effected a change in the article by the elimination of the sheath and so adapted it for sale.(41)

It is to be observed that in regard to oil refining works, the the court in England have arrived at a different decision and these premises have been de-rated.(42)

The final excepted purpose is "any other purposes whether or not similar to the foregoing, which are not those of a factory or workshop." It was at first doubtful whether this added anything to the previous provisos, because it is difficult to conceive how premises which were otherwise a factory or workshop could be said to be occupied for non-factory purposes. Lord SANDS suggested that the proviso might be applicable to premises which otherwise came within the definition of a factory or workshop, but were not primarily occupied and used for factory purposes, and this is probably the only satisfactory meaning to attach to the proviso. It might also provide the court with a convenient ground for refusing de-rating to premises which might satisfy the definition of a factory, but which the legislature could in no sense have intended to benefit. A typical case concerned a refuse destructor owned by a local authority; it certainly came within the definition of a factory, but it was used not for purposes for which a factory is normally used but for purposes of sanitation. Such a subject was not de-rateable.(43) A similar argument was advanced for the Inland Revenue in the case of slaughterhouses owned and administered by the Edinburgh Corporation.(44) The slaughtering of animals was done not by corporation officials but by licensed slaughtermen, dues being paid to the corporation in respect of each animal slaughtered. The offal and blood belonged to the corporation, who obtained a revenue by the sale of the bye-products. But the court held that in this case the premises were occupied and used for a proper factory purpose. Similarly it could not be said that the repair and equipment shops of a firm of shipowners, where parts for vessels were made and repaired, were not occupied for factory purposes.(45)

(*To be continued.*)

(18) *Moffat and Foster* [1930] S.L.T. 274.
(19) *Petrie & Conn.*
(20) *Malcolm and Irving: Assessor for Aberdeenshire* [1930] S.L.T. 292.
(21) *Revenue Officer for Wimbledon & Kerslake, The Times*, 22nd May, 1930.
(22) *Hampton* [1930] S.L.T. 246.
(23) 1928 Act, s. 3 (4).
(24) *Barr & Smith* [1930] S.L.T. 274.
(25) *Gibson and Allan* [1930] S.L.T. 205.
(26) *Hunter* [1930] S.L.T. 203.
(27) *W. & T. Avery* [1930] S.L.T. 212.
(27a) *Revenue Officer, Barnsley* v. *Pyrs Bros. Ltd., The Times, 6th June*, 1930.
(28) *Distillers Co. Ltd.* [1930] S.L.T. 149.
(29) *Union Cold Storage Co.* [1930] S.L.T. 146.
(30) *Assessor for Wigtownshire* [1930] S.L.T. 381.
(31) *W. & R. Hatrick* [1930] S.L.T. 206.
(32) *Brewers' Food Supply Co.* [1930] S.L.T. 198.
(33) *Tranent Co-operative Society* [1930] S.L.T. 289.
(34) *John Walker & Sons, Ltd.* [1930] S.L.T. 237.
(35) *Donaldson* [1930] S.L.T. 167.
(36) *Pilkington Brothers* [1930] S.L.T. 211.
(37) *M'Leod & Sons* [1930] S.L.T. 250.
(38) *Maclachlans Limited* [1930] S.L.T. 270; *Whitbread & Co.* [1930] S.L.T. 309; *William Younger & Co.* [1930] S.L.T. 364.
(39) *Dawson Payne & Elliott* [1930] S.L.T. 255.
(40) *A. B. Fleming & Co.* [1930] S.L.T. 269.
(41) *Aberdeen Commercial Co.* [1930] S.L.T. 384.
(42) *Revenue Officer for Poplar* v. *Liberty Oils Ltd., The Times*, 17th April, 1930.
(43) *Assessor for Paisley* [1930] S.L.T. 197.
(44) *Edinburgh Corporation* [1930] S.L.T. 194.
(45) *Clan Line Steamers* [1930] S.L.T. 281.

KING EDWARD'S HOSPITAL FUND FOR LONDON.

TOUR OF LONDON'S NEW PORT AT TILBURY.

An interesting tour of the new Tilbury Dock, including an inspection of the S.S. "Orontes," took place yesterday (Friday).

Visits are also being made to Westminster Abbey (Friday, 4th July), London Air Park, Hanworth (Wednesday, 16th July) and the Tower of London (Wednesdays, 13th and 20th August, and Wednesday, 3rd September), particulars of which will be announced later.

Tickets, 10s. each event, may be obtained from the Secretary, King Edward's Hospital Fund for London, 7, Walbrook, E.C.4.

Company Law and Practice.

XXXIV.

THIS week it is proposed to discuss here a point which is apparently a simple one, but which is nevertheless of potential practical importance. It may be put in the form of the question: What is an ordinary resolution? It is somewhat curious to observe that there is no statutory definition of an ordinary resolution, though extraordinary and special resolutions are carefully explained in s. 117 of the Act of 1929; and yet an ordinary resolution is frequently required by the articles of association, as, for instance, where they provide for the doing of something by the company in general meeting (see, e.g., art. 65 of Table A), which means that an ordinary resolution is required. The Act also makes use of similar phrases, as, e.g., in s. 50 (2) and in s. 225 (1) (*a*).

Before dealing with ordinary resolutions it is as well to recall the alterations recently introduced into the statutory provisions relating to resolutions. Section 117 (2) of the Act of 1929 sets out the requisites for a special resolution, but, for our present purposes, we need not linger over these except just to remind ourselves that two meetings are no longer necessary, and that normally twenty-one days' notice must be given, though the length of notice may be waived or varied by agreement between all the members entitled to attend and vote. Section 117 (1), however, which defines an extraordinary resolution (thereby, of course, affecting indirectly a special resolution), must be examined somewhat more carefully; it runs as follows:—

> "A resolution shall be an extraordinary resolution when it has been passed by a majority of not less than three-fourths of such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy, at a general meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given."

In s. 69 of the Act of 1908 the majority required was "not less than three-fourths of such members entitled to vote as are present in person or by proxy (where proxies are allowed)." Thus, under the old law, the number present and entitled to vote, whether they actually voted or not, formed the basis of the calculation for determining the three-fourths' majority necessary for the passing of an extraordinary resolution; but, under the new law, the number actually voting is the basis.

There seems to be no doubt that the latter one is the correct method of making the calculation when determining whether an ordinary resolution has been passed or not, and this was the view taken by Chitty, J., in *Ernest* v. *Loma Gold Mines Ltd.* [1896] 1 Ch. 572 at p. 578, when dealing with voting on a show of hands; indeed, otherwise the effect would be that every person who attended a meeting and did not vote, though entitled to do so, would be handicapping those favourable to a resolution by making it necessary for more votes to be obtained to enable the resolution to pass. On the other hand, there is undoubtedly something to be said for the argument that an ordinary resolution can best be defined by taking the definition of an extraordinary resolution in the statute for the time being applicable and adapting it, *mutatis mutandis*, to the circumstances. If this argument be followed to its logical conclusion we get the result that an ordinary resolution altered its character on the 1st November, 1929. It may be observed that in "Palmer's Company Precedents," 13th ed., 1927, Pt. I, at p. 1056, the following statement is made: "An ordinary resolution merely requires upon a show of hands a simple majority of the voters present, and, if a poll be demanded, a simple majority of the votes given thereat, whether in person or by proxy." These words might seem to suggest that, under the old law, the view taken by the learned editor was that, on a show of hands, the majority required was an absolute one over all the potential voters present, whether they voted or not.

At the present time it does not seem to be material to inquire whether this view did, or did not, require modification, because it now seems consonant with common sense to adapt s. 117 (1) for the purposes of our definition, and to say that an ordinary resolution is one passed by a majority of such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy. The difficulty indicated above, that, if we adopt this present section, we must adopt s. 69 of the Act of 1908 as regards resolutions passed before 1st November, 1929, does not seem to be a serious one, if only for the reason that there appears to be neither necessity nor justification for importing logic in any shape or form into the statute. The definition in the statute of an extraordinary resolution seems now to be eminently reasonable, in that a voter can attend a meeting to hear the arguments on one side and the other, and can then, if he so desire, remain effectively neutral, without influencing the voting, as he previously did by his mere presence; and it seems perfectly proper to follow this definition.

(*To be continued.*)

The late Mr. H. D. Roome: An Appreciation.

(BY A PRACTISING SOLICITOR.)

THAT death must be expected to claim its own every week from the ranks of one or other branch of the profession is but a statement of actuarial calculation.

Amongst the men so claimed, the obituary notices evoke more or less sympathetic and regretful musings among those left to carry on the good work (for after all its critics and belittlers are heard and considered, the efficient administration of our laws *is* a good work to those who conscientiously pursue it).

Seldom has the announcement of another cut off in his prime produced greater shock and more intense sorrow among those who knew him, than that of the killing of H. D. Roome in the motor accident of the previous week-end.

Confining his practice to the criminal side, it is believed by many, rather from the accident of the quarter in which ability was first recognised, than from choice, his name was listed amongst specialists whose every-day careers do not generally make for gentleness of manner or softness of heart; yet H. D. Roome can be vouched as being at all times the gentlest of gentlemen, the most patient of listeners, and as displaying in every act and word an old-world courtesy not commonly met among the younger men of to-day.

The profundity of Roome's knowledge of all that appertained to his particular sphere of jurisprudence, including mastery of subjects of entangled enactments and rules (such as the Factory Acts, the Dangerous Drug Regulations, etc.) was, I venture to affirm, unique; and I have reflected on the great name he would have made if the accidents of practice had led him to the Equity side!

"*Suaviter in modo, fortiter in re*" was never more markedly exemplified than in Roome. At the right moment, a short utterance, plainly full of the strength of conviction and right from his quiet, unassuming voice, would have an effect greater than if thundered or elaborated. I recollect such an instance in a case where I met him in consultation with the present Mr. Justice Hawke. Sufficient for my purpose is it to say that it was a case in which a number of somewhat obscure departmental promulgations came into the picture. At the right moment, the junior, in a few sentences, put the essence of the matter, depending upon a certain regulation unnoticed in his written instructions; the keen leader at once saw it,

and the wordy "brief" and the pile of "proofs" almost became waste-paper in a moment!

Though incisive and convincing when his case warranted it, no desire to please those instructing him could ever tempt the deceased advocate to be unfair to the defence, and if irregularly admitted evidence on the depositions, or matters obviously suppressed telling in favour of the prisoner, appeared on the reading of the papers, the accused might rest assured that in the Senior Prosecuting Counsel to the Treasury he had no person against him who would obstruct the proper presentation of the defence at the trial.

Quite numerous were the cases in which Roome insisted on "no evidence" being tendered; whilst equally numerous were the cases where, the prosecution being in some merely technical difficulty, the art and nimble-wittedness of the skilful advocate brought the case home.

A successor with all his qualities will not easily be found, such men are rare. A. C. C.

A Conveyancer's Diary.

Compensation for Errors and Mis-statements in Particulars of Sale.

A case of some interest regarding the effect of clause 10 of the National Conditions of Sale where there have been mis-statements in particulars of sale is *Curtis* v. *French* [1929] 1 Ch. 253.

The facts in that case were that at a sale by auction the plaintiff was declared the purchaser of property (Lot 5 in the particulars) and signed the usual memorandum of agreement attached, whereby he agreed to pay the balance of the purchase money "and in all other respects to complete the purchase according to the within written conditions of sale and the conditions of sale incorporated therein." Lot 5 in the particulars comprised a freehold cottage, and after the description there was a statement that the lot "was let to Mr. A. Tickner, a local farmer, for one of his employees. The tenant formally and legally terminated the tenancy, but has not yet handed over vacant possession, the vendor has not pressed for possession allowing the occupier to remain on sufferance, but the premises will be sold with vacant possession on completion."

The sale was expressed to be made subject to special conditions of sale and to the National Conditions of Sale so far as not inconsistent with the special conditions.

There was a special condition of sale, which provided as follows:—

> "Each lot is sold subject to all tenancies, outgoings and rights, easements and exceptions and any other matters referred to in the particulars and the conveyance to the purchaser of each lot shall contain reservations in respect of these matters."

The material part of clause 10 of the National Conditions reads:—

> "No error, mis-statement or omission in the particulars, sale plan or conditions shall annul the sale, nor shall any compensation be allowed either by the vendor or the purchaser in respect thereof."

It transpired that the sub-tenant in occupation claimed to be a statutory tenant under the Rent Restrictions Acts and refused to give up possession. It further appeared that the statements in the particulars were inaccurate and misleading. It was not the fact that the property had been let to Mr. Tickner for one of his employees, but was let in order that the tenant might sub-let it to other persons. It was true that the tenant had given notice to quit, but the notice had expired two years before the date of the sale and had been given by Tickner, who had then sub-let the property and was not in a position to hand over possession until he had got rid of the sub-tenant. It was untrue to say that "the vendor has not pressed for possession allowing the occupier to remain on sufferance," the fact being that the vendor or his agents had been pressing for possession and had had correspondence and frequent interviews with the occupiers urging them to vacate the premises which they declined, or at any rate neglected, to do.

The purchaser declined to complete and claimed damages for breach of contract having, as he asserted, suffered damage by loss of profit which he would have obtained, under a contract for resale, if he had been able to give vacant possession.

Eve, J., dismissed the action on the ground that there was no breach of contract, the inaccurate and misleading statements in the particulars being errors or mis-statements within clause 10 of the National Conditions in respect of which the purchaser could claim no compensation.

It should be noticed that the purchaser in this case abandoned the claim for specific performance and proceeded upon his alternative claim for damages. It does not seem to have been disputed that the purchaser was entitled to rescission and to a return of his deposit, together with his costs of investigating the title, but he was not content with that and sought to obtain damages for loss of a bargain for resale.

It may be well to state shortly what the position of a purchaser is with regard to damages.

In the first place, a purchaser cannot recover damages if he elect to rescind the contract. In such a case he can recover his deposit and also his costs of investigation of the title, the latter not being recoverable *quâ* damages but as money expended in the discharge of an obligation imposed on him by the contract.

If, on the other hand, the purchaser affirm the contract, he may recover damages for breach of it. If the vendor's failure to complete is due to no fault of his, but is attributable to some defect in title which he is unable to remove, the measure of damage is restricted to the costs incurred by the purchaser in investigating the title, but otherwise the ordinary rule with regard to damages applies, and the purchaser is entitled to such compensation as will place him as nearly as may be in the same position as if the contract had been completed, and is therefore entitled to substantial damages for loss of his bargain.

In *Curtis* v. *French* the purchaser chose to affirm the contract and claim substantial damages, and there seems no doubt that he would have been successful if it had not been for the provisions of clause 10 of the National Conditions of Sale. The argument and judgment in that case will be found well worth close consideration.

It was contended on behalf of the plaintiff that the vendor was not protected by the condition, (1) because the mis-statements were not made in good faith, and (2) because the condition only applies to errors or mis-statements of fact and cannot relieve the vendor from an express term in the contract that the premises would be sold with vacant possession.

With regard to the first point, it appears that the learned judge drew no distinction, so far as the application of clause 10 of the conditions was concerned, between errors or mis-statements made innocently and those not so made. He said: "If the contract were silent as to what the effect of such a mis-statement would be, I feel very little doubt that in this case the purchaser would be entitled to damages on the footing that this was not an innocent mistake but was an over-colouring of the position not merely by way of an extravagant adulation, but involving mis-statements of fact the inaccuracy of which must have been known to the vendor's agent." Notwithstanding that, however, the learned judge considered that the wording of the condition was so strong that it precluded the purchaser from recovering damages.

The second point is that which I find more interesting. Reading the statement at the foot of the description of Lot 5 in the particulars I do not think that if I had been a

prospective purchaser I should have interpreted the language there used in quite the same way as the learned judge. After reading the statement in full he said: "That comes to this, that so far as Lot 5 is concerned, Tickner is the tenant, but has not in fact given vacant possession, but the vendor apprehends there will be no difficulty in getting him to do so; that the tenant has been allowed to remain there and has not left simply because the vendor has not pressed him, and that in due course he will be got out before completion." I think that I should have read the statement in the particulars as meaning that there had been a tenant whose tenancy had been legally determined, and there was someone now in occupation who had no right to be there, but that I need not bother about that, because the vendor (knowing all about the position of the occupier in the matter) undertook in any case to give vacant possession on completion, and I think that I should have looked upon the words "but the premises will be sold with vacant possession on completion" as a term in the contract, for breach of which I should be entitled to damages.

The learned judge, however, took a different view. He said further: "Now what is this paragraph at the foot of Lot 5 but a series of mis-statements affecting the premises and contained in the particulars?" I confess that I should have thought that it was something more and it was so contended on the part of the plaintiff, but without avail.

If I understand it rightly, what the decision in this case amounts to is that a statement in the particulars that the property will be sold with vacant possession is not to be regarded as an express undertaking to give vacant possession, but as a representation that the vendor believes that vacant possession can be given and further that if it is found vacant possession cannot be given such a representation, although not innocently made, is an "error or mis-statement," within the meaning and protection of clause 10 of the National Conditions of Sale, and similar clauses.

I must not be taken to be criticising the decision, but think that most of my readers will agree that the vendor in *Curtis* v. *French* was a very fortunate man to escape having to pay substantial damages as a penalty for the grossly misleading statements in the particulars of sale.

Landlord and Tenant Notebook.

Notice to Quit "On or Before."

In the concluding sentence of our article of 31st May, we hazarded the opinion that a notice to quit "on or before" a given date would not meet with the approval of the Court of Appeal. Our conjecture is largely based on the scathing criticism of *May* v. *Borup* [1915] 1 K.B. 830, by Atkin, L.J., in *E. Phipps & Co., etc.* v. *Rogers* [1925] 1 K.B. 14, C.A., the argument being that if a notice intelligible to the recipient by reference to the terms of his tenancy can be "short, simple and wrong" and "so uncertain as to be invalid" the same must apply to a notice naming in the alternative a right date and a wrong period of time.

We have since been accorded the opportunity of reading a copy of a considered judgment recently delivered by His Honour Judge Moore at Southwark County Court, in which this form of notice is approved. Briefly, the grounds are that the objection to a form of words embodied in printed forms sold by stationers to laymen and adopted in a well-known book of precedents is very technical; that the test of sufficiency being the effect on the mind of the recipient, a tenant served with such a notice would understand that he was expected to leave on the date named, but that if he chose to leave earlier the landlord would be all the better pleased, and that he would not think the words meant he was bound to leave before the day named. His Honour also mentions that he had made enquiries among other county court judges, and ascertained that they always overruled the objection.

The root of the trouble is probably not so much the use of alternatives as the stressing of the circumstance of occupation. Whoever first called a notice determining a tenancy a notice to quit was guilty of confusing means with end; before 1926, it is true, entry was necessary to complete the relationship, but apart from contract no tenant has ever been obliged to occupy the premises let to him. However, the expression is freely used as indicating determination and occurs in several statutes: the Distress for Rent Act, 1737, mentions a "notice of intention to quit"; the Small Tenements Recovery Act, 1838, speaks of a "legal notice to quit"; the Allotments Act, 1922, refers to "notice to quit," but also, when more precision is desired, to "the termination of the tenancy by the landlord"; the Agricultural Holdings Act, 1923, uses the words "notice to quit," though in some places it emphasises by additional words the distinction between the two notions. In the Increase of Rent, etc., Act, 1920, "notice to quit" is used in its accepted meaning, but it is interesting to note that the Rent Restrictions (Notices of Increase) Act, 1923, refers to "a notice to terminate the existing tenancy." The Landlord and Tenant Act, 1927, describes periodic tenancies as "terminated by notice," without using the words "to quit."

So in support of His Honour's ruling it may be said that if Parliament has used "quit" as meaning "determine the tenancy" a court of law may construe "quit on or before" as "determining the tenancy on."

The exact point is, as is observed by His Honour, not covered by authority: the remarks in which such notices are disapproved in *Queen's Club Garden Estates Ltd.* v. *Bignell* [1924] 1 K.B. 117, are made *obiter*. There are several cases in which alternative dates have been named or indicated, but none in which a period of time is mentioned (save by way of definition). In *Hirst* v. *Horn* (1840), 6 M. & W. 393, rent having been paid on 1st January and 1st July, notice was given on 1st January expiring "on 1st July then next or such other day as the holding should expire next after the expiration of half a year from the receipt of the notice." The judges said this was an ordinary form of notice adopted to prevent the tenant from setting up a different commencement of the term, and that he must be supposed to know the term as well as the landlord; we cannot help thinking that the draftsman may have had in mind the possibility of late service. In *Doe d. Matthewson* v. *Wrightman* (1801), 4 Esp. 5, the landlord was apparently not sure whether the yearly tenancy ran from Old or New Michaelmas; on New Michaelmas Day he gave notice to quit on 25th March or 8th April next ensuing; it was held that the onus was on the tenant to show that the true time was not given. A similar ruling is to be found in *Doe d. Hinde* v. *Vince* (1809), 2 Camp. 256. Better support for His Honour's decision is to be found in *Doe d. Huntingtower* v. *Culliford* (1824), 4 D. & R. (K.B.) 248; this case was dissented from in *Doe d. Richmond Corporation* v. *Morphett* (1845), 7 Q.B. 577, but has been approved in *Wride* v. *Dyer* [1900] 1 Q.B. 23, in which a Lady Day tenant was served on 24th March, 1898, with a notice to quit on 24th June, 1898, "or at the end of your current year's tenancy," and as the first of the alternatives was impossible the notice was held to be unambiguous. On the other hand, a notice by a tenant purporting to exercise an option and couched in these terms: "I intend to surrender to you the tenancy of this house on or before . . ." was held bad in *Gardner* v. *Ingram* (1889), 61 L.T. 729; but the court appears to have considered the word "intend" rather than the phrase "on or before" as invalidating the notice.

On the whole, then, there is much authority tending to support the attitude of county court judges. If there is a non-technical objection to the form of words, it lies in the fact that the landlord is demanding more than he is entitled to. Any county court judge would view with disfavour a claim, say, for £10 or as much more as the defendant possesses. And, as submitted at the commencement of our article referred

to, a notice to quit must *ex hypothesi* be construed by reference to the tenancy; and, to cite one kind of lease which no one could safely attempt to determine by an "on or before" notice, the ordinary brewers' lease, under which thousands of houses are held, contains a covenant by the tenant to occupy throughout the term, such a tenant could, we submit, justly claim that a notice to quit on or before a given date was not clear.

Our County Court Letter.

EMPLOYEES' ACCESS TO WORK BY DANGEROUS ROUTE.

In *Fisher* v. *London, Midland and Scottish Railway Company*, recently heard at Carlisle County Court, an award was claimed under the Workmen's Compensation Act, 1925, by reason of injuries received by the applicant as a fireman in the employ of the respondents. The applicant was walking to the sheds to sign on, and, after crossing some grass, he had climbed a sleeper fence on to a platform, from which he observed that the line from Kingmoor was clear and that the signals were at danger. In the other direction he also saw a light engine, upon which he expected to get a lift, but it transpired that he had mistaken the line upon which the engine was travelling, the result being that he was knocked down, and suffered an amputation of his left leg. The respondents denied liability on the grounds that (*a*) they had provided a footpath for the use of men working at the sheds, (*b*) notices had been posted forbidding the use of the permanent way, and (*c*) the injuries were not received while the applicant was following his employment. It was pointed out for the applicant, however, that many persons used the permanent way, where they often met the railway police and the assistant district locomotive superintendent, but that no one had been told to use the other path. His Honour Judge Hills observed that the path across the grass was well defined, and there was also a well worn track along the permanent way, although the only substantial objection to the proper path was that it was subject to floods. The respondents had provided the path about five years ago, but for twenty years many people had habitually walked along the permanent way, and had occasionally been carried to and from their work by light engines. The respondents were aware that this practice was followed, in disregard of the notices, and their acquiescence amounted to an implied permission. The result was that the accident happened in the course of the applicant's employment, and he was therefore entitled to an award, with costs on Scale B.

The choice of a short and dangerous route (in preference to one which was safe but longer) had previously been held not to debar a claim to compensation in *Fox* v. *Rees & Kirby Limited* (1916), 115 L.T.R. 358. The alternative routes to the works were (*a*) along a road and the sea-shore, (*b*) over golf links, and (*c*) along a private railway, but the evidence was that the seashore was too sandy for comfortable walking. Many men therefore used the golf links, in spite of notices prohibiting trespassing, while others used the railway and took the risk of being run over. The applicant was in fact knocked down about a mile from the works, at a spot where it was difficult to jump aside at a moment's notice, and the County Court judge at Llanelly held that the accident did not arise out of and in the course of the employment. This decision was reversed in the Court of Appeal, and Lord Sterndale (then Lord Justice Pickford) pointed out that the workmen ought not to have used the trains, although they sometimes did so, but in the ordinary way they walked along the line, which was a recognised route allowed by the respondents. Lord Justice Warrington (as he then was) held that the accident still arose out of the employment, although one of the three ways was the most dangerous, and Lord Cozens-Hardy, M.R., did not dissent, although he felt that the evidence might have justified the County Court judge's finding.

On the other hand the applicant will fail on facts such as those in *Whittall* v. *Staveley Iron and Coal Company Limited* (1917), 61 Sol. J. 523, in which the alternative routes were (*a*) along the Midland Railway, (*b*) along a highway, and (*c*) a combination of the first two ways. The applicant's husband had been killed by a Midland railway train, the footpath at the side of the railway being marked as private, and only to be used by the employees of the respondents. The County Court judge at Chesterfield held that the accident had not arisen out of or in the course of the employment, and the Court of Appeal upheld this decision. Lord Cozens-Hardy, M.R., held that the permission to use the footpath was a matter between the railway company and the workmen, and there was no inference that such user was sanctioned by the respondent colliery company, so as to render the latter liable. Lords Justices Bankes and Warrington concurred, and the appeal was therefore dismissed.

In Lighter Vein.

Shedding the Guineas.

"And there the lion's ruddy eyes
Shall flow with tears of gold,
And pitying the tender cries
And walking round the fold."

Well may that shorn lamb, the litigant, think that the millennium is at hand when the lawyer votes himself a smaller fee. Yet quite recently the Bar, as represented by the Hardwicke Debating Society, passed a motion by twelve votes to two to the effect that "the delays and expenses of the law require immediate reform."

But let it not be thought that the lawyers are shedding tears of gold and letting their guineas flow away. Reduced fees, it was hoped, would spell an increase of work.

Notable suggestions in the debate were:—

(1) That precedent should be abolished in matters of procedure. The White Book and the Red Book must be reduced.

(2) That Poor Persons' Procedure be extended (*a*) to county courts; (*b*) to persons with less than £300 a year.

(3) That the "two-thirds rule" should be abolished.

(4) That interlocutory matters be dealt with through the post instead of by personal attendance.

Here, then, are points for meditation. The profession must say whether they should be objects of prayer.

The Peril of Contempt.

A pretty severe penalty of which the moral is that contempt of court is an emotion which it is more judicious to conceal.

The lady whose discharge has just been ordered by Clauson, J., after she had languished in gaol for one year for disobeying an order of the Court of Chancery probably feels that she has suffered rather severely.

However, nowadays the judicial thunderbolt is not usually wielded with such annihilating effect as formerly.

On one occasion in the old times a prisoner at Salisbury Assizes succeeded by an untimely impertinence in getting a sentence of eighteen months' hard labour increased to one of seven years' transportation.

The Feast and the Felons.

Lord Eskgrove in the Glasgow Circuit Court once sentenced two men to death for breaking into the house of Sir James Colquhoun. After expatiating on their crimes: robbery of the persons in the house, assault and the rest, he reached the following magnificent peroration: "And all this ye did, and God preserve us! joost when they were sitten doon to their dinner!"

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Set-off in Liquidation.

Q. 1938. The X Co. Limited went into liquidation in December, 1928, T being appointed receiver for the debenture-holders. Among the creditors of the company was the firm of C. & Sons, and they duly received notice from the liquidator as to the liquidation, the notice also inviting them to attend the statutory meeting of creditors. The liquidation and the notice of creditors' meeting was at the same time duly advertised in the "London Gazette." At the beginning of April, 1929, the receiver, T, disposed of the company's assets to one W. About the same time an order was sent by C & Sons for further goods, the same being addressed to the defunct company by its old name. The order was executed by W, who however apparently replied to the order and invoiced the same upon the old notepaper bearing the name of the X Co. Limited, omitting in error to call attention thereon to the effect that the business now belonged to him. Some time later, on C & Sons being asked to pay for the last-mentioned goods, they denied liability, claiming to be entitled to set-off the amount due from them for these goods against the amount of the debt owing to them by the old company. It would, however, appear that they must be assumed to have had due notice of the liquidation of the old company, and that they must therefore look for payment of their old account to the liquidator of the old company, and that W is entitled to recover for the goods supplied. An opinion is, however, invited as to this, and W's position generally.

A. The Companies Act, 1929, s. 262, provides for the application of bankruptcy rules in the winding up of companies, and therefore, under the Bankruptcy Act, 1914, s. 31, a right of set-off only arises where there have been mutual credits, debts or other mutual dealings. In *Ince Hall Rolling Mills Co. Ltd.* v. *Douglas Forge Co.* (1882) 8 Q.B.D. 179, the plaintiff company was in liquidation, and claimed the price of goods supplied after the presentation of the petition, but in pursuance of a contract entered into previously. It was held that the defendants could not set-off a debt to themselves incurred by the plaintiffs before the winding up, and *à fortiori* such a debt cannot be set-off against the price of goods supplied (as in the present case) under a contract entered into after the winding up. No difference is made by the fact that the further goods were in fact supplied by W, as he can sue as the undisclosed principal, and his using the X Company's notepaper merely constituted the company as his agent in dealing with C & Sons. W can therefore recover the full amount against C & Sons.

The Scope of the Agricultural Holdings Act, 1923.

Q. 1939. A was an agricultural tenant and his lease was put an end to by notice to quit expiring on the 29th September, 1922. From that period until now he has continued in occupation under 360 day agreements. The landlord now wishes to resume possession without payment of compensation. The landlord contends that A ceased to be an agricultural tenant as from the 29th September, 1922. A did not give any notice of a claim for compensation before his lease expired in 1922. Can A now claim? What effect, if any, has the words "and in consequence of such notice the tenant quits the holding" referred to in s. 10 (1) of the Agricultural Act, 1920, and repeated in s. 12 (1) of the 1923 Act? Is A's claim deferred until the end of his occupation notwithstanding the fact that holding under a 360 day agreement he is no longer an agricultural tenant. If the assumption that the agricultural tenancy properly ended on the 29th September 1922 is correct and assuming that a proper notice of claim for compensation had been lodged would A's claim now be statute barred or could it be contended that the obligation for payment of compensation arising as it does under a Statute is a specialty contract within the meaning of Statute of Limitation, and therefore not barred for twenty years?

A. According to the definitions of "contract of tenancy" in s. 57 (1), the Act does not apply to any tenancy of less duration than year to year, and the landlord's contention is correct that the above contract is outside the Act. A cannot now claim under his old tenancy of 1922, as particulars were not given by him within two months of the termination of the tenancy under s. 16 (2). The words quoted from s. 12 (1) give A six years in which to quit the holding, and appoint an arbitrator, and his claim cannot be deferred until the end of his occupation, if he remains beyond that period, which is fixed by 21 Jac. I, c. 16. On the assumption that a proper notice of claim had been lodged, A's claim would now be statute barred, and there is no ground for any contention that the obligation for payment is a specialty contract under a statute, and therefore not barred for twenty years. In fact the obligation for payment would only arise under an arbitrator's award, which fixes the amount of a simple contract debt, in respect of which an inchoate liability arises at the date of termination of the tenancy. The amount becomes a judgment debt on an order for payment by the county court under s. 19.

Notice to Nursery Governess.

Q. 1940. Does a nursery governess fall within the category of an ordinary governess, or within that of a domestic or menial servant? A governess or teacher is, of course, entitled to three months' notice terminating her engagement, whereas a domestic servant is only entitled to one month's notice. In my opinion, a nursery governess is a domestic servant. The test seems to me to be, does she perform domestic or menial duties, notwithstanding that she performs duties which are not of that character. The duties of a nursery governess would include the washing, bathing and general attendance of children in addition to teaching them. I have searched but cannot find any legal decision on the point. I shall be glad if your valued opinion and also any legal authority you can quote in support thereof.

A. The position of a governess was discussed in *Todd* v. *Kellage* (1852), 22 L.J. Ex. 1, which confirms the view expressed in the second paragraph of the question. The further point (as to whether a nursery governess is a domestic servant) appears to depend on the qualifications of the nursery governess—a description which applies nowadays to two different types. The occupation was formerly followed either by a reduced gentlewoman or a promoted nursemaid, these being two subdivisions of a type which still exists, and who may be classed as domestic servants. Modern developments, however, have produced the college trained nursery governess, who (having had an expensive training) has definite requirements as to minimum wages, holidays, extent of duties and assistance from other employees. Living with the family is not a conclusive test, but the opinion if given that the latter typeof nursery governess is not a domestic servant, even although she does perform domestic or menial duties in attending the children, and a quarter's notice would therefore be required.

Correspondence.

Section 121 Companies Act, 1929.

Sir,—I attended the meeting of a company very recently and was surprised and amused to find that the minutes of the previous annual meeting held a year ago were read and confirmed at a meeting held this month.

My practice is always to sign the minutes of a general meeting at which I preside at latest at the next board meeting, and it seems to me that if s. 121 (1) (2) (3) and (4) is to be complied with that the minutes of a general meeting ought to be signed immediately after the meeting has been held, otherwise *non constat* that the minutes of a meeting which have been held for over a year or more will ever be accepted by the meeting at which they come up for confirmation in the terms which have been transcribed by the secretary a year ago.

I called the attention of the Bank of England to the point as the Bank used to confirm the minutes of the September court at the March court and of the March court at the September court, but now the minutes are confirmed before the stockholders separate in March and September respectively. As you know the bank dividends are resolved on at the March and September courts.

I have looked in the faithful "Stroud," and he has no entry under "Minutes" in the first volume, though he has an entry under "Minute" which is of no assistance in my present position. In the second volume there is no reference to either "Minutes" or "Minute," and I can say with confidence that if there had been a case dealing with "Minutes" or "Minute" and I had seen it I should have noted it in my "Stroud."

I shall be interested to have your view on the subject of whether an unsigned and consequently unauthorised record of minutes of proceedings at any general meeting of a company can be held to be the minutes of proceedings under s. 121. Under s. 120 (2) and (3), signed minutes are certainly *prima facie* evidence, and I presume would satisfy s. 121.

It was laid down by Scrutton, J., in *Toms* v. *Cinema Trust Co. Ltd.* (1915), W.N. 29, that an entry of minutes not having been made for over a year the entry was not made within a reasonable time and was not receivable, so I suggest that an entry not made for a year is not made within a reasonable time and ought not to be received in evidence.

I hope to see one of your illuminative comments in your next issue.

Coleman-street, E.C.2. E. T. HARGRAVES.
17th June.

The Grotius Society.

Sir,—If it is agreeable to you would you kindly let your readers know that on Thursday, the 26th June, at 4.30 p.m., Mr. E. S. Roscoe, Admiralty Registrar, will read a paper here on "Aliens."

2, King's Bench Walk,
Temple, E.C.4. WYNDHAM A. BEWES,
18th June. *Hon Sec.*

Obituary.

SIR WILLIAM H. SOLOMON, P.C., K.C.M.G., K.C.S.I.

The Right Hon. Sir William Henry Solomon, M.A., who became Chief Justice of the Union of South Africa in March, 1927, on the retirement of Sir James Rose-Innes, and resigned in October, 1929, died in a clinic at Ruthin, North Wales, on Friday, 6th June, at the age of seventy-seven. He had been ill for some time and had come to this country for treatment. Sir William was educated at the South African College at Cape Town, and went up to Peterhouse, Cambridge, of which he was a Scholar and Honorary Fellow. He was called to the Bar by the Inner Temple in 1877 and, returning to South Africa, was appointed one of the Crown Advisers to the Cape Government, practising at the Bar until 1887, when he was raised to the Kimberley Bench. He was subsequently appointed to the Transvaal Bench, of which he was Senior Puisne Judge. He was not a brilliant advocate, but as a judge he enjoyed the fullest confidence of all. It has been truthfully said that Sir William would have made his mark on any bench; his judgments were received with profound respect. For his many distinguished services he was knighted in 1907, made K.C.M.G. in 1913 and K.C.S.I. in 1914.

MR. H. D. ROOME.

Mr. Henry Delacombe Roome, Barrister-at-Law, died on Sunday, the 8th June, as the result of a motoring accident, at the age of forty-eight. Educated at Winchester and at Merton College, Oxford, where he won the Stanhope Historical Essay Prize in 1904, he was called by the Middle Temple in 1907, became Junior Crown Counsel at the Central Criminal Court in 1928, and on the elevation of Mr. Justice Humphreys to the Bench, became Third Senior Counsel. Mr. Roome was the editor of several editions of "Archbold's Criminal Practice," and was also the author of a text-book on criminal offences in bankruptcy.

MR. G. F. PADDOCK.

The senior partner in the firm of Paddock, Son & Orme, Solicitors, Hanley (Staffs), Mr. George Frank Paddock passed away at his residence, Hartwell Hall, Barlaston, on Sunday, the 8th June, in his eighty-second year. The son of a solicitor who founded the firm, Mr. Paddock was for many years closely identified with the local and public life of the Potteries. He was a member of the Stone Board of Guardians for over thirty-six years, and was also a member of the Stone Rural District Council, of which latter he was at one time Chairman.

MR. W. V. MULCASTER.

Mr. Walter Villiers Mulcaster, Solicitor, who was for nearly thirty years Town Clerk of Wallsend, died on Friday, the 6th June, at Newcastle-on-Tyne, at the age of seventy-six. He was Clerk to the Justices of the West Castle Ward of that city, a position which he resigned quite recently.

MR. FREDERIC HUDSON.

Mr. Frederic Hudson, senior partner of the firm of Smith and Hudson, of 24, Finsbury-square, E.C.2, died suddenly on the 10th June, aged sixty-five. He was admitted in 1888, and gained the Clement's Inn and Daniel Reardon Prizes.

Legal Fictions.

II.

The Right to Trial by Jury.

A LONG time ago a Bad King signed a most Remarkable Document—because he Had To. It then became a Bulwark of Liberty. It was quite a good Bulwark as it stood, but Enlarged by the Interpretations of Ingenious Lawyers in After Ages, it came to mean Trial by Jury and Many Other Things never thought of, either by the King or by those who Bullied him.

Then, according to the Nature of Things, things altered again. There arose the Highly Moral Persons. These persons grew impatient with the Trammels of Justice, which saved men accused of Horrid Nastiness from paying the penalty for the offences which they did—or did not—commit.

This was not to be borne. The Wicked Ones must have no claim to a jury. So the moral persons added to themselves certain Cunning Draughtsmen to Deceive the

People at Large, who dearly loved a jury, and Parliament, which was not unknown to Whimper when asked to dispense with this Sacred Institution.

The new law was Well Wrapped Up, in a beautiful clause, which began with "Save as aforesaid," and ended with "anything in any other Act to the contrary notwithstanding." As no-one but the Elect Few understood that this deprived the accused of a jury, the law was passed.

Some Old-fashioned Lawyers were so obstinate as to deny the hidden meaning of this Recondite Rhapsody, and demanded that the Judges should deny it too. But they failed Lamentably.

So King George's moral subjects end very nearly where King John began, and do boldly assert that no one is Any the Worse for their Sharp Practice.

The first moral is that if the offence is bad enough the accused must be guilty. The second moral is *Ars est celare artem.*

Reviews.

Das deutsche Internationale Privatrecht, auf Grundlage der Rechtsprechung. By HANS LEWALD. Leipzig: Bernhard Tauchnitz. Part I. 10 marks.

With the multiplication of facilities for international intercourse, private international law grows more and more important. Each nation has to settle, either by enacted law, or judicial pronouncement, what rules are to govern transactions or status on occasions where, on the face of things, more than one national law might be in point, and these occasions multiply increasingly.

Professor Lewald has set himself the task, and, so far as he has gone with it, fulfilled it well, of giving a broad survey of the more important questions from the point of view of German law, especially as handled and pronounced upon in the courts.

A second part is promised to complete this survey, and then another volume is to be issued containing the most important decisions of the German courts upon the conflict of laws.

Covenants, relating to Leases and Tenancy Agreements. By J. C. ARNOLD, Barrister-at-Law. Demy 8vo. 1930. pp. XIX, and (with Index) 134. London: Butterworth & Co. (Publishers) Limited. 12s. 6d. net.

This is a handy little book of rather over a hundred pages, so hardly in competition with the standard works on landlord and tenant, though their covenants with each other no doubt comprise the greater part of their relationship. Evidence that Mr. Arnold does not take a dry-as-dust view of the law is forthcoming in the opening of his preface: "Since the day when Adam took the burden of a restrictive covenant respecting the user of a certain garden, and suffered the penalty of ejectment for its breach, the law of landlord and tenant has turned upon a due appreciation of the meaning of 'covenant.'" Perhaps it would be hypercriticism to point out that the lease was only a parol one (that is, if it was not a mere licence). Exception must be taken to Mr. Arnold's statement on p. 3 that signature is not necessary for a deed. He quotes an old case as authority, but it is overruled by s. 73 of the Law of Property Act, 1925. Again, on p. 82, Mr. Arnold might usefully have explained the effect of the Landlord and Tenant Act, 1927, on the old law as to "ameliorating waste," as laid down in *Doherty* v. *Allman* (1878), 3 A.C. 708, and *Hyman* v. *Rose* [1912] A.C. 623. Neither of these House of Lords cases is quoted in the book, and they were both of importance in respect of lessees' covenants. In any future edition no doubt Mr. Arnold will see to it that *Bickmore* v. *Dimmer* [1903] 1 Ch. 158, is quoted correctly, and that both the references to it in the text (on pp. 84 and 87) appear in the table of cases, and not one only. Chapter IX on "Covenants running with the land," may contain useful information, but seems hardly within the scope of the title.

Although Mr. Arnold's book is open to various minor criticisms, reference to the table of contents will show that it is simply and conveniently arranged, and it may on the whole be recommended as a useful little work.

Notes of Cases.

House of Lords.

Shotts Iron Co. Ltd. *v.* **Fordyce.**

4th April.

WORKMEN'S COMPENSATION—CLAIM NOT WITHIN STATUTORY PERIOD—REASONABLE CAUSE FOR DELAY.

The question for determination in this case was whether the respondent was barred from recovering compensation because there was no reasonable cause for his failure to make a claim within the statutory period. On 2nd April, 1924, the respondent, whilst working in the appellant's employment, injured his back, and on the same day reported his injury to the appropriate official, who, thinking the injury trivial, did not report it to the under manager. Thereafter the respondent (with the exception of a fortnight off work for medical treatment at home) continued at his usual occupation at full wages until 15th March, 1928, when he left his employment to undergo medical treatment for his injury. He was totally incapacitated for work from 15th March, 1928, till 27th January, 1929, since when he had been fit for light work. No claim for compensation was made by the respondent until October, 1928, and until that date the appellants had no knowledge, actual or imputed, of the intention of the respondent to make any claim for compensation against them. On those facts the arbitrator found in law that the respondent's failure to claim was without reasonable cause and refused to award compensation. The Second Division of the Court of Session reversed that decision.

The Lord Chancellor (Lord SANKEY) said, the Second Division held that the failure of the workman to make a claim within the six months was occasioned by mistake or other reasonable cause. On this appeal it was first argued on behalf of the employers that an appeal was not competent because the question was one of fact and there was evidence to justify the finding of the arbitrator. With that contention he was unable to agree. In his view the question whether the facts as found amounted to reasonable cause was one of law. He referred to *Webster* v. *Cohen*, 6 B.W.C.C. 92; *Lingley* v. *Frith and Sons* [1921] 1 K.B. 655, and *Atherton* v. *Chorley*, 19 B.W.C.C. 314, and said that the facts of those cases differed widely from the facts in the present case. He thought that the best statement of the law on this point was that by Lord Dunedin in *Ellis* v. *Fairfield Shipbuilding and Engineering Co.* [1913] S.C. 217, where he said: "A man may have an accident and honestly believe at the time that nothing serious has happened to him, and therefore not conceiving that he had a good claim against his employer makes no claim, but if it afterwards turns out that he has made a mistake in fact and really has been injured, that may be reasonable cause for his not making a claim within six months." With that proposition he entirely agreed, and he thought it covered this case. The judgment appealed from was correct and should be upheld.

The other noble and learned lords (Lords BUCKMASTER, THANKERTON and MACMILLAN, concurred.

COUNSEL: *Rt. Hon. A. M. MacRobert*, K.C., *G. M. McIntyre* and *Harold Beveridge*; *Fenton*, K.C., *G. R. Thomson*, and *C. L. Burgess.*

SOLICITORS: *Beveridge & Co.*, for *W. T. Craig*, Glasgow, and *W. & J. Burness*; *W. S. Edinburgh*; *Deacon & Co.*, for *Hay, Cassels & Frame, Hamilton* and *Simpson & Marwick*; *W. S. Edinburgh.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

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Law Quarterly Review.

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Court of Appeal.

Gilmore *v.* Frederick Boehm Limited.

Scrutton, Greer and Slesser, L.JJ. 23rd May.

MASTER AND SERVANT — WORKMEN'S COMPENSATION — INDUSTRIAL DISEASE—DERMATITIS—DUE TO NATURE OF EMPLOYMENT—UNSKILLED LABOURER—VARNISH WORKS—DUST OR LIQUIDS—WORKMEN'S COMPENSATION ACT, 1925 (15 & 16 Geo. 5, c. 84), s. 43 (3), Sched. III—WORKMEN'S COMPENSATION (INDUSTRIAL DISEASES) CONSOLIDATION ORDER, 1929, paras. (1) and (2).

Appeal from Bow County Court.

The applicant, a labourer, aged twenty-two years, claimed compensation under the Workmen's Compensation Act, 1925, s. 43, on the ground that he was suffering from dermatitis, an industrial disease within that section. The employers were manufacturers of varnish, and the applicant had been employed with them since November, 1927, as a labourer. His wages were £2 a week. His duties were to help to unload vehicles, fill old drums, and clean them with a scraper. This caused a rash on his face and elbows. The certifying surgeon certified that the applicant was suffering from dermatitis produced by dust or liquids and was thereby disabled. The county court judge awarded the workman compensation at the rate of £1 2s. 6d. weekly, as from the 7th December, 1929, to the 1st February, 1930. As from the latter date the judge held that the applicant was not disabled from earning full wages at the work at which he was employed; that he had full capacity for performing all kinds of general labouring work, and that s. 43, (1) (i) of the Workmen's Compensation Act, 1925, precluded the applicant, who was a labourer only, from recovering compensation as a worker in the varnish-making industry or otherwise than as a general labourer. The workman appealed against the order terminating the compensation on the 1st February, 1930. By s. 43 (1) of the Act of 1925 "Where (i) the certifying surgeon appointed under the Factory and Workshops Act, 1901, for the district in which a workman is employed certifies that the workman is suffering from a disease . . . and is thereby disabled from earning full wages at the work at which he was employed . . . and the disease is due to the nature of any employment in which the workman was employed . . . he or his dependants shall be entitled to compensation under this Act as if the disease . . . were a personal injury by accident arising out of and in the course of that employment . . ." By para. (2) of the Workmen's Compensation (Industrial Disease) Consolidation Order, 1929, "A person suffering from . . . dermatitis produced by dust or liquids . . . shall not be entitled to compensation under the provisions of the said section on account of the said disease if he is thereby disabled only for employment in the particular process in which the disease has been contracted or other processes involving risk of the said disease, unless the judge, committee or arbitrator is satisfied that the disease has been contracted through long continued exposure to dust or liquids in the industry in which he was engaged at the time of his disablement."

The COURT allowed the appeal. The county court judge had taken an erroneous view of s. 43 of the Act of 1925. There was nothing in the language of that section to limit its operation to workmen engaged in a skilled process and that section applied to unskilled labourers as well as workers in a skilled process. The case must, therefore, go back to the county court judge, with an intimation that in the view of the Court of Appeal the applicant came within the section. Appeal allowed.

COUNSEL: *W. Shakespeare* and *R. S. T. Chorley; Laskey.*

SOLICITORS: *Pontifex, Pitt & Co.*, agents for *W. S. Eastburn*, Manchester; *Barlow, Lyde & Yates.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Parliamentary News.

Progress of Bills.

House of Lords.

Third Parties (Rights against Insurers) Bill. Read the Third Time and passed. [27th May.

Education (Scotland) Bill. Read the First Time. [27th May.

Coal Mines Bill. Read the Third Time, and returned to the Commons. [29th May.

Mental Treatment Bill. Commons Amendments considered. [29th May.

Railways (Valuation for Rating) Bill. Read the Third Time and returned to the Commons. [29th May.

Land Drainage (No. 2) Bill. [H.L.] Read the Third Time and passed, and sent to the Commons. [3rd June.

Poor Prisoners Defence Bill. Second Reading. [29th May.

In Committee. [4th June.

Illegitimate Children (Scotland) Bill. Read a Second Time. [17th June.

House of Commons.

Education (Scotland) Bill, as amended (in the Standing Committee), considered. Read a Second Time. [23rd May.

Small Landholders (Scotland) Acts (1886 to 1919) Amendment Bill. As amended (in the Standing Committee) considered. [23rd May.

Education Bill. Read a Second Time. [29th May.

Coal Mines Bill. Lords Amendments considered. [4th June.

Land Drainage (No. 2) Bill. [H.L.] Read the First Time. [4th June.

Clergy Pensions (Older Incumbents) Measure, 1930. Royal Assent. [4th June.

Coal Mines Bill. Lords Amendments considered. [4th June.

Railways (Valuation for Rating) Bill. Lords Amendments considered. [5th June.

Air Transport (Subsidy Agreements) Bill. Considered in Committee, and reported without amendment. [5th June.

Road Traffic Bill [H.L.]. (Consolidated from Road Traffic Bill [Lords] and Omnibuses Bill). Re-committed to the Standing Committee in respect of clause as to application of fines and fees under Part I. [6th June.

Finance Bill. Further considered in Committee. [17th June.

House of Commons.

Questions to Ministers.

SILK IMPORT DUTY. (PROSECUTIONS.)

Mr. HOFFMAN asked the Chancellor of the Exchequer the number of prosecutions for evasion of the payment of the import duty on silk apparel each year since 1925?

Mr. P. SNOWDEN: The number of prosecutions in respect of evasions of the Silk Import Duty in each year since 1925 is as follows:—

1925	12
1926	43
1927	43
1928	49
1929	24

[5th June.

LOCAL GOVERNMENT AREAS.

In reply to Mr. D. G. Somerville, Mr. GREENWOOD said: Under the provisions of the Local Government Act of last year, which were in accordance with the recommendations of the Royal Commission on Local Government, it is the duty of county councils to review local government areas and to submit proposals to me, and this work is now proceeding. [5th June.

COMPANIES ACT.

Lieut.-Colonel HENEAGE asked the President of the Board of Trade whether he will consider the advisability of so amending the Companies Act of 1929 that no transfer deed respecting the purchase or sale of securities of a limited company shall be stamped by the Inland Revenue Department for transfer duty unless and until the stamping authorities have received notification from the Registrar that the company

whose securities are to be transferred has filed annual accounts and balance sheets as required by the Act.

Mr. W. GRAHAM: I have noted the suggestion for investigation when the desirability of amending legislation is being considered. [5th June.

COMPANIES ACT.

Mr. WOMERSLEY asked the President of the Board of Trade the number of public companies which on 14th June were still in default in their obligation to lodge annual accounts and balance sheets.

Mr. W. GRAHAM: The number of cases still outstanding on 14th June was 132. [17th June.

MOTOR TRAFFIC (DANGEROUS DRIVING).

Mr. D. G. SOMERVILLE asked the Home Secretary whether any steps have yet been taken to instruct the police as to what constitutes dangerous and reckless driving of motor vehicles, respectively; and whether he will insist upon an adequate interval being allowed for such instruction before the Road Traffic Bill becomes law and the speed limit is removed for private motor vehicles.

Mr. CLYNES: I do not contemplate the issue of any circular to the police until the Bill has assumed final form, and, having regard to the publicity which the provisions in question have received, and to the experience which the police already possess in dealing with motor car offences, I see no necessity on that account alone for delaying the coming into force of these particular provisions beyond such date as general considerations of administrative requirements may indicate. [5th June.

LICENSING LAW.

Mr. ARTHUR MICHAEL SAMUEL asked the Home Secretary whether, before the issue and consideration of the report of the Licensing Commission, he can, in anticipation of the 1931 tourist season, make an interim statement about the policy of differentiation of licensing charges in so far as they affect hotels as distinguished from restaurants and bars, in view of the fact that the present basis of licence-charge assessments is holding up the building of additional hotels needed for the development of the Come-to-Britain movement.

Mr. CLYNES: I am afraid that I can make no such statement. [5th June.

HOURS OF INDUSTRIAL EMPLOYMENT BILL.

In reply to Mr. LOWTH, Miss BONDFIELD said that the provisions of the Hours of Industrial Employment Bill, 1930, is based on the Washington Hours Convention which, I am advised, does not require that the hours of clerical workers should be regulated by its provisions. [5th June.

SILVER COINAGE.

Sir CHARLES OMAN asked the Chancellor of the Exchequer whether, considering that the price of silver has now fallen to 1s. 5d. per ounce, about one-fifth of its price in 1920, and that no appreciable profit can be made by selling worn Victorian and Edwardian silver currency as bullion, he will consider the advisability of recoining the withdrawn currency at the old rate of purity abandoned ten years ago.

Mr. P. SNOWDEN: I do not feel able to adopt this suggestion. [5th June.

LAND REGISTRY.

In reply to questions by Sir RENNELL RODD and Mr. MELLER, the SOLICITOR-GENERAL said: No steps have been taken within the last twelve months to call the attention of county and county borough councils to the provision for voluntary inclusion before 1st January, 1936, of areas for registration of property at His Majesty's Land Registry, and I do not think that any such steps would serve a useful purpose. I see no reason to think that local authorities are not fully aware of their powers in this respect. [5th June.

HIGHWAY CODE.

In reply to Mr. MANDER, Mr. HERBERT MORRISON said: For some years an arrangement has been in operation whereby a "safe driving" booklet, containing information concerning the rules and courtesies of the road, published by the National "Safety First" Association, is issued by the licensing authority with each driver's licence. Under the provisions of the Road Traffic Bill, a duty will be placed on the Minister of Transport to issue a highway code for the guidance of persons using the highways and it is my intention that a copy of this code shall be issued with each driving licence. [5th June.

Legal Notes and News.

Honours and Appointments.

The Board of Trade have appointed Mr. ALFRED JOSEPH ROGERS, Official Receiver in Bankruptcy at Northampton, to be Official Receiver for the Bankruptcy District of Swansea as from 1st July, 1930, on the retirement of Mr. H. Rees.

The Board of Trade have appointed Mr. CLEMENT HOULT, at present Official Receiver in Bankruptcy, Birmingham, to be also Official Receiver for the Bankruptcy Districts of the County Courts holden at Wolverhampton and Walsall as from 1st July, 1930, in succession to Mr. S. W. Page, who is retiring.

Mr. C. CONWAY HENDERSON, Solicitor, Deputy Town Clerk of Tynemouth, has been promoted to the position of Town Clerk of that county borough as from the 1st August, 1930, when the present holder of that office, Mr. Stanley Wilson, resigns on the ground of ill-health.

Major REGINALD BULLIN, T.D., J.P., Solicitor, Portsmouth (of the firm of Edmunds & Bullin), has been elected by the Portsmouth City Bench as their representative on the Council of the Magistrates Association. Major Bullin was admitted in 1901.

Mr. C. G. CLUTTERBUCK, Solicitor, Gloucester, has been appointed Clerk to the City of Gloucester Assessment Committee. Mr. Clutterbuck also holds the appointment of Under-Sheriff of the City.

Mr. THOMAS G. DOBBS, Solicitor, Worcester (of the firm of T. G. Dobbs & Broom), has been elected President of the Worcester and Worcestershire Law Society.

Mr. S. FRANK KING, M.A., an Assistant Solicitor in the office of Mr. F. E. Warbreck-Howell, Town Clerk of Manchester, has been appointed Assistant Solicitor in the Department of the Town Clerk of Bath (Mr. J. Basil Ogden, M.A., LL.B.).

Mr. CYRIL S. NORRIS, B.A. (Oxon), Solicitor and Notary Public, Coventry (of the firm of Bullock & Norris), has been appointed Hon. Secretary of the Warwickshire Law Society in the place of Mr. G. W. Moore, LL.B., who has resigned after holding the appointment for five years.

Mr. H. G. WEDD, B.A. (Oxon), Solicitor, Langport, Somerset (of the firm of Carne-Hill & Wedd), has been elected President of the Somerset Law Society.

The Secretary of State for Scotland has appointed Mr. JAMES S. SCOTT to be Clerk of the Peace for the County of the City of Edinburgh to fill the vacancy caused by the resignation of Mr. William Inglis.

Mr. WILLIAM DAVIE, Solicitor, Kirkwall, has been appointed a Justice of the Peace Fiscal for Orkney.

Mr. E. G. FITT, LL.B., Solicitor, Limerick, has been appointed an Officer of Lands in Tanganyika Territory.

Mr. GEORGE P. CLUSSEN, LL.B., Senior District Justice, has been re-elected President of the Clongowes Wood College Union.

The Right Hon. WILLIAM MOORE, K.C. (the Lord Chief Justice of Northern Ireland) has been re-elected President of the Magistrates Association of Northern Ireland.

Mr. THOMAS LAMBERT, Solicitor, Gateshead, has been nominated as temporary Deputy Town Clerk of that County Borough. Mr. Lambert has for some years held the appointments of Clerk to the Gateshead Borough Justices and Clerk to the Urban District Council of Whickham.

Mr. Justice L. P. DUFF, of the Supreme Court, has been appointed Canadian arbitrator in the "I'm Alone" case in place of the late Eugène Lafleur.

Professional Announcements.

(2s. per line.)

CECIL GERALD FURNIVALL SALINGER, M.A., LL.B. (Cantab.) of 38, Boulevard Fouad, Port Said, Egypt, Solicitor and Avocat, has as from the 1st June, 1930, taken into partnership with him RALPH ABERCROMBIE CAMPBELL, B.A. (Oxon), Barrister-at-Law. The practice will be carried on under the firm name of "Salinger & Campbell."

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

THE LAND REGISTRY ANNUAL REPORT.

A Year of Progress.

The Annual Report of H.M. Land Registry for the past financial year (1929-30) reveals the continued progress of this well-organised Department.

There were, according to the report, four outstanding features of the year's work, namely :—

(*a*) An increase in the speed of all registrations ;

(*b*) A record increase in the number of voluntary registrations ;

(*c*) A new Fee Order largely reducing the scale of fees ;

(*d*) New Rules making important improvements in practice.

First registrations in London were completed in the average time of 7.4 days (as compared with an average time of 24.8 days in 1920). Of these, 99 per cent. were registered as absolute or good leasehold title (compared with 44 per cent. in 1920). As for dealings with registered land these were completed in an average time of 4.8 days, or less than half the time taken in 1920 (10.9 days). It should be remembered in connexion with the time taken for registering dealings that it includes the conversion of large numbers of possessory titles into absolute and good leasehold titles. As this involves the Registry in work almost as burdensome as first registrations, the completion of dealings in an average time of 4.8 days is a feat worthy of high praise, and could only be accomplished by skilful organisation.

Some suspicion seems to have been aroused in the minds of practitioners that in speeding up the period of registration there has been a slackening of care in the examination of titles —in other words, that careful examination has been sacrificed to speed. The Chief Land Registrar is at pains to rebut this suggestion. He points out that every title has on first registration been considered by a barrister or solicitor of an average standing of over twenty years, that points of doubt are referred for decision to the more senior officers who, if necessary, consult the Chief Land Registrar. Before coming to a decision in cases raising important issues the Chief Land Registrar frequently takes the opinion of the conveyancing counsel to the High Court or other recognised experts in the particular branch of law affected. In addition, through a system of indexing titles which have been examined by the Registry, information as to title is in many cases available inside the Registry which is not possessed by applicants for registration. From such indexed information the Registry can in an increasing number of cases grant absolute titles almost by return of post, even though the evidence produced by the applicant would in itself be insufficient.

Moreover, the Chief Land Registrar stresses the fact that a landowner to whom an absolute title has been granted has always a right to indemnity by the State in case he suffers any loss.

A remarkable proof of the growing popularity of H. M. Land Registry is the growing number of applications for registration in non-cumpulsory areas. In 1929 there were no less than 1,941 voluntary first registrations (compared with 113 in 1913 and 950 in 1925). And the number of dealings in now-compulsory areas was no less than 35,380. The average time for completing first registrations in these non-compulsory areas was 10.9 days and 95 per cent. of them were given absolute or good leasehold titles.

A further bid for popularity—or alternatively a definite aim to cheapen registration, has been attempted in a fresh and substantial reduction in fees. The Chief Land Registrar says that the strong financial position of the department is not due to temporary causes, but to the gradual re-organisation of the department. He has reason to believe that he will gradually be able to reduce his department's expenditure still more.

The new rules of practice are not unimportant. The Chief Registrar says it has long been apparent that the general utility of registration of title would be greatly reduced if personal attendance at the Registry were essential on every dealing with registered land. He aims at the much greater use of postal facilities. The principal difficulty as to searches was that unless priority notices were registered, there was a loophole between the time of search and the time of registration for someone else to step in and obtain priority. To get over this difficulty the new rules as to searches were introduced by which a priority of two days from the date of the search certificate is given free of charge to all who search by post. As personal searches are now charged for the Chief Registrar is probably justified in anticipating that personal searches of the register will diminish.

The new rules also get rid of that bone of contention the "green card" (Special Receipt in Form 79). Stated to be the property of the registered proprietor it was almost always seized by the mortgagee as part of the security to be held by him, and the whole object of the issue of this "green card" nullified. If it caused as much trouble to the Land Registry as it did to solicitors it is a wonder it has survived so long.

The Registry last year dealt with no less than 10,285 first registrations and 106,694 "dealings," a total of 116,979 cases.

The Chief Land Registrar as a subsidiary part of his office controls the Land Charges Department. Last year there were 107,435 registrations and no less than 487,616 official searches. These searches were in all cases issued within seven hours of the receipt of the application for them, and only nine instances of substantive mistake have occurred.

The Middlesex Deeds Registry had 56,809 registrations of deeds.

The financial side of registration has already been touched upon. The income for last year was £245,840, the expenditure £175,098 and the surplus £70,742.

Mr. Stewart-Wallace concludes his report with an acknowledgment of the keen work of the staff and his indebtedness to them for their assistance. His tribute is well deserved in view of such a report—showing progress and efficiency in every department of the Land Registry. We ought to add an equal tribute to his leadership. For it is his organising ability and business instinct which has produced this highly satisfactory state of affairs.

A JUDGE ON LITIGATION.

Mr. Justice McCardie, on Tuesday, says *The Times*, complained of long cases being set down in the short cause list. "Counsel have responsibilities in the administration of justice," he added, "and they must take part in that administration as co-administrators with the judge if the public is to regain its belief in the efficiency and moderate expense of litigation. If counsel would only bear that in mind there would be a flood of litigation which would rejoice the hearts of young barristers and solicitors alike. The English judicial system is the greatest in the world, and the impartiality of British justice is an example to the world. If only counsel and solicitors will work the system with efficiency and good will and with a desire to save expense they will transform the procedure and give it a dignity which even in English law has never even yet been reached."

LORD HEWART'S HEALTH.

The Lord Chief Justice (Lord Hewart) has, says *The Times*, decided that he will be unable to take part in the joint convention of the Canadian and United States Bar Associations which is to be held, partly in Canada and partly in the United States, in August. In communicating this decision to Mr. J. A. Mann, K.C., of the Canadian Bar, who is now in London, Lord Hewart states that his health is very much improved and that he expects to resume his customary activity shortly, and sends the following message to the oversea Bench and Bar : "The Lord Chief Justice regrets extremely that he is prevented from joining in this year's visit of the Bench and Bar across the Atlantic. He will always remember with the greatest pleasure his wonderful tour in 1927, and hopes and intends before long to visit again his many friends in Canada and the United States."

INSURANCE NOTES.

Mr. F. W. Pascoe Rutter has been re-elected Governor of the London and Lancashire Insurance Company for a further term.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on Group I.

Date.	Emergency Rota.	Appeal Court No. 1.	Mr Justice Eve. Non-Witness.	Mr. Justice Maugham. Witness. Part II.
MondayJune 23	Mr. Andrews	Mr. Blaker	Mr. Hicks Beach	Mr.*More
Tuesday .. 24	Jolly	More	Andrews	*Hicks Beach
Wednesday 25	Hicks Beach	Ritchie	More	*Andrews
Thursday.. 26	Blaker	Andrews	Hicks Beach	More
Friday 27	More	Jolly	Andrews	Hicks Beach
Saturday .. 28	Ritchie	Hicks Beach	More	Andrews

	Group I.		Group II.	
Date.	Mr. Justice Bennett. Witness. Part I.	Mr. Justice Clauson. Witness. Part II.	Mr. Justice Luxmoore. Witness. Part I.	Mr. Justice Farwell. Non-Witness.
MondayJune 23	Mr.*Andrews	Mr.*Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 24	More	*Ritchie	*Jolly	Blaker
Wednesday 25	*Hicks Beach	*Blaker	Ritchie	Jolly
Thursday.. 26	Andrews	Jolly	*Blaker	Ritchie
Friday 27	*More	*Ritchie	Jolly	Blaker
Saturday .. 28	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The Long Vacation will commence on Friday, the 1st day of August, 1930, and terminate on Saturday, the 11th day of October, 1930, inclusive.

TRINITY SITTINGS, 1930.

COURT OF APPEAL.

IN APPEAL COURT No. 1.

Tuesday, 17th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.

Wednesday, 18th June and until further notice.—Chancery Final Appeals.

IN APPEAL COURT No. 2.

Tuesday, 17th June.—Exparte Applications, Original Motions, and Interlocutory Appeals from the King's Bench Division, and if necessary, King's Bench Final Appeals.

Wednesday, 18th June and until further notice.—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Group I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Before Mr. Justice EVE.
(The Non-Witness List.)

Mondays ....Chambers Summonses.
Tuesdays ....Sht caus, pets, fur cons and adjd sums.
Wednesdays..Adjd sums.
Thursdays ..Adjd sums.
Lancashire Business will be taken on Thursdays, the 26th June, 10th and 24th July.
Fridays.....Mots and adjd sums.

Before Mr. Justice MAUGHAM.
(The Witness List. Part II.)

Mr. Justice MAUGHAM will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice BENNETT.
(The Witness List. Part I.)
(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Group II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.
The Witness List. Part II.

Mr. Justice CLAUSON will sit daily for the disposal of longer Witness Actions.

Before Mr. Justice LUXMOORE.
(The Witness List. Part I.)
(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays ....Bankruptcy Nusiness.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 23rd June and 14th July.
Bankruptcy Motions will be taken on Mondays, the 30th June and 21st July.

Before Mr. Justice FARWELL.
(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Mots, sht caus, pets, procedure sums, fur cons and adjd sums.
Wednesdays..Adjd sums.
Thursdays ..Adjd sums.
Fridays ....Mots and adjd sums.

ADivisional Court in Bankruptcy will sit on Mondays, the 7th and 28th July

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, 6th June, 1930.

FROM THE CHANCERY DIVISION.

(Final List.)

For Judgment.

Cincinnati Grinders, Inc v B. S. A. Tools ld

For Hearing.

The Bournemouth-Swanage Motor Road & Ferry Co v Harvey & Sons (not before July 8)
Oxford Corpn v Oxford Electric Co ld
Attorney-Gen v Price's Tailors (1928) ld
Re Hood Public Trustee v Hood
Mason & Wood ld v Martins Bank ld
Same v Same
Re Burnard's Dairy Equipment ld Chilton v The Company
Walsh v Albert Baker & Co (1898) ld
Sims v Rumney
Attorney-General v Sharp
G. M. S. Syndicate ld v Kearsley
Re appln of Nicholson & Sons ld Re Opposition by Bass Ratcliffe & Gretton ld Re Trade Marks Acts, 1905 to 1919
Re Thistlethwayte Egerton v Thistlethwayte
Chivers & Sons ld v Eastwoods Cement ld
Re Companies Act, 1929 Re Alpha Film Corporation ld
Grant v Edmondson
Re John Stuart, dec Public Trustee v Attlee

(In Bankruptcy.)

In the Matter of a Bankruptcy Notice (No. 700 of 1930) Expte The Judgment Debtor v The Judgment Creditor
Re a Debtor (No. 352 of 1930) Expte The Debtor v The Official Receiver and the Petitioning Creditor
Re Livermore, P A Expte N Livermore v R T Leyson (Trustee)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Re The City Equitable Fire Insurance Co ld & Re The Companies (Consolidation) Act, 1908

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Carlish v Alexander
Same v Same
Silverstein, A v Silverstein, M

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

Bailey (Revenue Officer) v Stoke-on-Trent Assessment Committee
Sedgwick (Revenue Officer) v Camberwell Assessment Committee

For Hearing.

Acme Flooring & Pavement Company (1904) ld v H Coxhead & Co ld
Revenue Officer, Dudley Assessment Area v Lloyds British Testing Co ld (pt hd)
Bancroft (Revenue Officer) v Manchester Assessment Committee
Tempus Shipping Co ld v Louis Dreyfus & Co
Johnston v Fur Fabric Co ld (security ordered)
Reckitt v Arthur Wheeler & Co
Young v Cutting and Ray, third party
Wells v Randall
Brazilian & Canadian & General Trust ld v Thompson
Tongue v Hensher
Mogan-Jones v Wilson (security ordered)
Vincent v London General Omnibus Co ld
Coggan v W Hewlins Milburn & Co ld
Re Arbitration Act, 1889 Montague L Meyer ld (buyers) v Osakeyhtio Carelia Timber Co ld
The Union Lighterage Co ld v Barton (Revenue Officer)
Shipwright v Lidiard
Moon (Revenue Officer) v The London County Council
The Revenue Officer for the Wimbledon Assessment Area v Kerslake
The Revenue Officer for the Luton Assessment Area v Deeley
Griffin v Red Star Petroleum ld
Burrell v Evans
Phillips v Morris
Frazer v Farrow

(Revenue Paper—Final List)

Attorney-General v Farrell
Wolverton v Commrs of Inland Revenue
Collyer (HM Inspector of Taxes) v Hoare & Co ld
The English Scottish and Australian Bank ld v Commrs of Inland Revenue
Johnstone (Inspector of Taxes) v The Consolidated London Properties ld
Michelham's Trustees v Commrs of Inland Revenue
Executors of Dowager Lady Michelham v Commrs of Inland Revenue
Towle (HM Inspector of Taxes) v The Improved Industrial Dwellings Co ld and The Improved Industrial Dwellings Co ld v Towle

(Interlocutory List)

Attorney-General v Greenhill
Re Judgments' Extension Act 1868 Johnstone v Johnstone (pt hd) (s.o. generally, liberty to apply (April 29))
Re Arbitration Act 1889 Naumann v Edward Nathan & Co ld
Sviatchevsky v Yacouboff
Sir William Garthwaite (Insurance) ld v Port of Manchester Insurance Co ld

FROM THE ADMIRALTY DIVISION

(Final List)

(Without Nautical Assessors)

Woodcock—1929—Fo 386 Owners of Sailing Barge "Honduras" v Owners of ss "Woodcock"
Hektor—1930—Fo 120 Owners &c of Steam Trawler "Teresa" v Owners of ss "Hektor"

RE THE WORKMEN'S COMPENSATION ACTS

(From County Courts)

Birch v John
Jackson v Frost
Kitchen v C Koch & Co
Evans v Thomas W Wood ld
Earl v Same
Holt v Andrews Hobson & Sons
Sparey v Bath Rural District Council
Hobbs v Royal Arsenal Co-Operative Society ld
Rowe v A G Spalding & Bros (British) ld

Standing in the "Abated" List.

FROM THE CHANCERY DIVISION

(Interlocutory List)

Siemens & Halske v The Western Electric Co ld (pt hd) (s.o. generally (March 31))

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

TRINITY SITTINGS, 1930.

GROUP I.

Mr. Justice EVE will take the Non-Witness business as set out in the Trinity Sittings Paper.

Mr. Justice MAUGHAM will take Part II of the Witness List.

Mr. Justice BENNETT will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

GROUP II.

Mr. Justice CLAUSON will take Part II of the Witness List.

Mr. Justice LUXMOORE will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Mr. Justice FARWELL will take the Non-Witness business as set out in the Trinity Sittings Paper.

Set down to 6th June, 1930.

GROUP I.
Before Mr. Justice EVE.

For Judgment.
Retained Action.

F. Reddaway & Co ld v Hartley

For Hearing.
Further Consideration.

Re Holdsworth Watson v Holdsworth

Adjourned Summonses.

Mechanical Copyright Protection Society ld v Broadhurst
Re Robinson Lamb v Robinson
Re Johnson's Marriage Settlement Eiloart v Johnson
Re Hill's Settlement Trusts Eiloart v Hill
Re Long Shelvoke v Summers
Re Smith Rhagg v Aynsley

Re Townsend Townsend v Townsend
Re Prevost Lloyds Bank ld v Barclays Bank ld
Re Allistone & Giddins Arbitration and Re Arbitration Act, 1889 (pt hd)
Re Davis Wallis v Harris
Re Heslop's Will Trusts Medley v Heslop
Wath-upon-Dearne U D C v Payne
Re Tweedy Tweedie v Tweedy
Re Pim Pim v Mewes
Re Whitwell Parker v Buszard
Re Howe Public Trustee v Howe
Re Kignham Public Trustee v Kingham
Re Williams Cheshire v Williams
Re Mitchell Mitchell v Mitchell
Wilkinson v Hobbs
Re Sharman Kevan v Sharman
Re Laidlaw Wilkinson v Lyde
Delaney v Muller
Re Laing's Settlement Laing v Cowan
Re Norfolk Norfolk v Norfolk
Re Hudson Plowden v Coffin
Re Buzzacott's Settlement Buzzacott v Buzzacott
Re Silvester Hammond v Millington
Re Colbourne Colbourne v Same
Re Jackson The Midland Bank Executor & Trustee Co ld v The Archbishop of Wales
Re Gray Gray v Howard
Re "Rostrevor," Stafford Road, Seaford and Re Law of Property Act, 1925
Re Rice's Settlement Eggar v Rice
Re Moss's Marriage Settlement Gay v Davis
Re Higgins Dunscombe v Higgins
Re Carters Will Trust Hipkin v Carter
Re Derrington Hutchin v Ryder
Re Bowdler The Midland Bank Executor & Trustee Co ld v Worton
Re Coombs Westminster Bank ld v Coombs
Re Boyce & Sweetlands Contract Re Law of Property Act, 1925
Re Kersey's Settled Estates Re Settled Land Act, 1925
Re Goodall Yates v Goodall
Re Higham Ford v Brevitt
Re Boulter Gordon v Lloyds Bank ld
Re Harman Kinnear v Harman
Re Williams Parry v Powell
Re Same Same v Same
Re Howard Blackadder v Howard
Re Paterson Nevill v Paterson
Re Settled Land Act, 1925 Re Jacques Settled Estates
Hood v Blake
Re Holdsworth Watson v Holdsworth
Re Williams Will Trusts Public Trustee v Phillips
Powers Cinephone Equipment (Parent) Syndicate ld v Supershows ld
Re Beresford Beresford v Llewellyn
Re Hambletts Collieries ld Hussey v The Company

Before Mr. Justice MAUGHAM.

For Judgment.
Adjourned Summons.

Re Askew's Settlement Marjoribanks v Askew

Witness List. Part II.

Part v Dunstable Portland Cement Co ld
Re Colbourne v Millington (not before Hilary 1931)
Re The Curran Metals & Munitions Co ld and re Companies (Consolidation) Act, 1908 (fixed for June 25)
Goddard v Sears
Melhame v The Administrator of German Property
Jones v Payton
Attorney-General v G & T Earle ld
Brison v Grace (not before July 1)
Barclay v. Meyler
St Clements Press ld v Fishburn (fixed for June 30)
The Franc Strohmenger Cowan (Inc) v Peter Robinson ld
Attorney-General v Manchester Corporation
Brown v Bruges Bruges v Bruges
Soso v Burlington Buildings ld Burlington Buildings ld v Soso
Olsen v Poso-graph (Great Britain) Distributing Co ld
Gilbert v Same
Bradley v Same
Robert Bosch, A G v R H Cook & Co
Mathieson v Sir Isaac Pitman & Sons ld
Re Patents & Designs Acts, 1907-1919 Re Le Rasoir Apollo's Patent No. 239112
Re Ashton's Settlement Trusts Ashton v Ashton
Woods v Droxford U D C
Bond v Nottingham Corporation
Re Companies (Consolidation) Act, 1908 Re Variety Theatres Controlling Co ld
Re Companies (Consolidation) Act, 1908 Re London Theatres of Varieties ld
Re Same Same v Same
Re Same Same v Same
Hartley v Londesborough Theatre & Picture House (Scarborough) ld
The Paterson Engineering Co ld v The Candy Filter Co ld

Before Mr. Justice BENNETT.

Witness List. Part I.

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Wheeler v Branson (not before June 26)
Re Clifford Clifford v Clifford (not before June 19)
Givone v Argall (restored)
Wilkinson v Hall
Keeble v Cottier
Gilpin v Harvey
Hippisley v Smith (not before July 19)
Aplin v Webster
Mitford v Deacon & Co
Mitford v Deacon & Co.
Peall, Roy & Co ld v Crawley (not before July 1)
Walten, Harvey ld v Walker & Homfrays ld
Hanson v Goddard
Vineberg v Smelt
Neale v Merrett
Ward v Simpson
Ward v Mendham
Wood v Mistlin
Re Stoneman Stoneman v Cole
Re Landlord & Tenant Act, 1927 Berliner v T M Fairclough & Sons ld
T M Fairclough & Sons ld v Berliner
Nathan v Llewellyn
Wigan v F Reid Price & Co ld
Peters v Chapman
Epstein v International Art Depositories ld
Ezbelent v Brent Engineering Works Co
Stewart v Dent, Allcroft & Co ld
Parry v Rochester Corpn
Same v Matthews
Jackson v Arnold
Nottingham & Walsh ld v Nottingham
Selbie v Aagaard
Re Littlewood Clark v Littlewood (with witnesses)
Cope v Hann
Re Lloyds Bank ld Bomze v Bomze
Scarf v Cox
Proudley v Owen & Robinson ld
S M T Gramophone Co ld v Itonia Gramophones ld
Re Trade Marks Acts, 1905 to 1919 Re Itonia Gramophones ld Trade Mark, No. 475953
Lea v Sales & Teather (1927) ld
Pulford v Edmonds
Terroni v Corsini
C C Wakefield & Co ld v Gratton Bros
Le Strange v White
Bagge v Green
Ritchie v London Electric Railway Co
Thomas v Thomas
Re Phillips Lawrence v Huxtable
Re Hall Jackson v Hall
Siosteen v Webb
O'Grady v Berger
John Groves & Sons ld v Jolliffe
Collinson v R E Bennett ld
White v I R Cussins & Co ld
Peters v Holmes
Waring v The Audley Trust ld
Attorney-General v Griffiths
Mallender v Mallender
Dent v Baldwin
Lees v Sans
Richings Park Estate (1928) ld v Fuller
Watson v Davies
Wheeler v Colbourne
Shaw, Loebl & Co v Dennett
Bartlett v Marcusson
Clark v Lake
Stephenson v Guy
Harper v Waymack ld
Carroll v Carroll
Nicoll v Nelson
Coates v Ferris
Kamdin v Bocarro
Re James Burton & Sons ld Re Companies (Consolidation) Act, 1908 Official Receiver and Liquidator v Baucher
Re Same Re Same Official Receiver & Liquidator v Heywood
Re Same Re Same Official Receiver & Liquidator v Walker
Re Steuart Reid v Bean
Friend v Yeates
Pearce v William Hill & Son & Norman & Beard ld
Parker v Judkin
A M Kemp-Gee ld v Hillman (with witnesses)
Gale v Gale
Sutherland v Leslie Allen & Co ld
Offord v London Society of Compositors
T & C Associated Industries ld v Victoria Wagon Works ld
C Miskin & Sons ld v Thomas
Taylor v Bermuda Traction ld

Petitions.

Alliance Bank of Simla ld (to wind up—ordered on May 6, 1924 to s.o. generally)
Robert Young's Construction Co ld (same—s.o. from Jan 20 1925—liberty to apply to restore)
H A P P Tanning Co ld (same—ordered on June 2, 1926, to s.o. generally)
Dillwyn Colliery Co ld (same—ordered on Oct 15, 1928, to s.o. generally—liberty to restore)
Evos Doorways ld (same—s.o. from June 2, 1930, to June 30, 1930)
Pontardulais Gas Co ld (same—s.o. from June 4, 1930, to July 14, 1930)
Lacco Proprietors ld (same—s.o. from June 2, 1930, to June 23, 1930)
Bolivia Concessions ld (same—s.o. from June 2, 1930, to June 30, 1930)
Metals Coating Co ld (same—s.o. from June 2, 1930, to June 23, 1930)
Peto-Scott Co ld (same—s.o. from June 5, 1930, to June 30, 1930)
Enterprise Manufacturing Co ld (same—s.o. from June 5, 1930, to July 7, 1930)
Jasyd's ld (same—s.o. from June 6, 1930, to June 23, 1930)
Wm C Leitch Brothers ld (same—s.o. from June 2, 1930, to June 23, 1930)
Thompson & Woolfe ld (same)
H Steinberg ld (same)
Princess Picture Theatre (Hoyland) ld (same)
Central Trust Co ld (same)
F Walters ld (same)
Grossmith & Lambert ld (same)
Paul Cheyney ld (same)
Shanks (Shopfitters) ld (same)
Buenavista Syndicate ld (same)
Hyde Park Press ld (same)
Wrays Motor & Body Company ld (same)
Millets ld (same)
William Pearmain ld (same)
Mayfair Electric Gramophones ld (same)
James McLellan ld (same)
Gullachsen & Son ld (same)
Naraguta Acquisitions ld (same)
Beaver Brand ld (same)
Amalgamated Processes ld (same)
Emanuel Smith & Sons ld (same)
Calvert Lightering and Stevedoring Co ld (same)
De Jersey & Co ld (same)
Cheap Electric Power Corporation ld (same)
Modern Furnishers ld (same)
Egyptian Land & General Trust ld (same)
Paul Ruinart (England) ld (to confirm reduction of capital)
Wrigley (Sales) ld (to confirm reduction of capital)
J W Courtenay ld (to confirm reduction of capital)
Smith's Printing Company (London & St Albans) ld (to confirm reduction of capital)
Evans & Owen ld (to confirm reduction of capital)
Mikado Cafe (B'ham) ld (to confirm reduction of capital)
J R Pearson & Sons ld (to confirm reduction of capital)
John Fowler & Co (Leeds) ld (to confirm reduction of capital)
M W Swinburne & Sons ld (to confirm reduction of capital)
George H Cox & Co (Bradbridge & Cooper ld) (to confirm reduction of capital)
Lane Sons ld (to confirm reduction of capital)

Associated Cotton Ginners of Egypt ld (to confirm reduction of capital)
S T D Motors ld (to confirm reduction of capital)
John Giles & Sons ld (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co ld (to confirm reduction of capital)
Goss Printing Press Co of England ld (to confirm reduction of capital)
Gosforth Park Estate Co ld (to confirm reduction of capital)
Gateshead Land & Property Co ld (to confirm reduction of capital)
Cape Wool & Produce Co ld (to confirm reduction of capital)
Drayton Iron & Steel Co ld (to confirm reduction of capital)
Burroughes & Watts ld (to confirm reduction of capital)
Buluwayo Town-Stands Syndicate ld (to confirm reduction of capital)
Schools Co-operative Society ld (to confirm reduction of capital)
Peter Robinson Staff Society ld (to confirm alteration of objects)
Fairfield Denny & Co ld (to sanction Scheme of Arrangement (ordered on June 2 1930 to s.o. generally—retained by Mr Justice Eve)
British Xylonite Co ld (to sanction Scheme of Arrangement)
E W Rudd ld (to confirm reorganisation of capital)
Style & Winch ld (s 155—ordered on April 7 1930 to s.o. generally—liberty to either party to apply on short notice to restore—retained by Mr Justice Maugham)
Colchester Brewing Co ld (same)
Queen's Club Gardens Estates ld (same)
Western Mansions ld (same)
Great Western Colliery Co ld (same)
Freeman Hardy & Willis ld (same)
Light Castings ld (same)
Falkirk Iron Co ld (same)
Sinclair Iron Co ld (same)
British Columbia Electric Railway Co ld (same)
Metallic Seamless Tube Co ld (same)
Chesterfield Tube Co ld (same)
British Italian Banking Corporation ld (same)
Scrase's Brewery ld (same)
European Gas Co ld (to confirm alteration of objects and substitute mem & arts for deed of settlement)
Osmond & Matthews ld (to sanction Scheme of Arrangement and confirm reduction of capital)

(Motions)

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5 1921 to s.o. generally)
R Maurice & Co ld (ordered on April 5 1927 to s.o. generally)
A Greenbanks & Co ld

Adjourned Summonses.

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921, to s.o. generally)
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914, to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923, to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923, to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924, to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3, 1925, to s.o. generally)
Norman Wright & Barrett ld (appln of Founders Trust & Investment Co ld ordered on March 18, 1930, to s.o. generally—liberty to restore)
City Equitable Fire Insce Co ld (appln of Liverpool & London Globe Insce Co ld ordered on April 8, 1930, to s.o. generally—liberty to restore—retained by Mr Justice Maugham)
Wicklow ld (appln of Kenneth Brown Baker Baker)
Wm Muirhead MacDonald Wilson & Co ld (appln of H Bolton—with witnesses)
City Equitable Fire Insurance Co ld (appln of A J Collins & Co ld)
F W Brown ld. (appln of H J Winter & anr—with witnesses)
Blyth Shipbuilding & Dry Docks Co ld (appln of R S Dagleish—with witnesses)

GROUP II.

Before Mr. Justice CLAUSON.

Retained Adjourned Summonses.

Re Watkins Collett v Symons
Re Cockell Jackson v Attorney-General (pt hd)

Witness List. Part II.

Bonzon v The Governor & Company of the Bank of England (s.o. for depositions)
Edelshain v Huggins & Co ld
Douglas v Huelin (not before June 26)
Trustee of Fox (a Bankrupt) v Rubens (not before July 14)
Re Orlovski Rothman v Duck
James v Gething
Re Handley Handley v Handley (not before July 10)
Wood v Drughorn
Re Latner Latner v Galinski
Trans-European Co ld v Allatini
Trustee of Thompson (a Bankrupt) v Molineux
Marriott v Clarkson
Fuller v Hensley

Before Mr. Justice LUXMOORE.

For Judgment.
Witness List. Part II.

Naamlooze Vennootschap Fabrik Van Instrumenten en Electrische Apparaten "Inventum" v Schneider
Re North Charterland Exploration Co (1910) ld

For Hearing.
Assigned Petition and Adjourned Summonses.

Re Neufeldt & Kuhnke's Patents & Re Patents and Designs Acts, 1907 to 1928
Re Western Electric Co ld's Patent and Re Patent and Designs Acts, 1907 & 1919 (pt hd to June 19)
Re Cullum's Patent and Re Patent and Designs Acts, 1907 & 1919 (pt hd to June 19)

Retained Adjourned Summons.

Re Stansfield Stansfield v Redmund

Retained Action.
Witness List. Part II.

Thomas v Williams (pt hd fixed for June 24)

Witness List. Part I.

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Spyer v Phillipson (fixed for July 23)
Tetley v Tetley & Whitley ld (fixed for July 1)
Edgar v Field
Kitson v Constantinesco
C C Wakefield & Co ld v Russell
C C Wakefield & Co ld v Jones
Goldberg v Franklin
English v Heddon
Adams v Bachelor
Edward v Ransomes & Raper ld
Sowler v Moorgate Estates ld (fixed for June 17)
Smith v Eagle, Star & British Dominions Insce Co ld
Calkin v Perkins
C E Keene & Co ld v Bowles and Son ld
The Portsmouth & Brighton United Breweries ld v The Ellerman Lines ld
Re Hurle Hurle v Hurle (with witnesses)
Shiel v Hawkins
Wensley v Wensley
Re Beyfus Beyfus v Beyfus
Elliott v Curtis
Alton v Heddon
Taylor v Batcheller
Merrick v Baker
Worley v Apted (with witnesses)
Taylor v Phillips
Davis v Rush
Simpkin Marshall ld v Richards
Griffiths v Griffiths
Re British Sulphides Smelting Co re Companies Act, 1929
Arthur H Brandt & Co v Cork
Ideal Werke, A G v Willesden and District Light Supply Co ld
Compagnia Generale Di Riassicurazioni v The Consolidated Assurance Co ld (In Liquidation)
Knight v Goymer
Gill v Town Investments ld
Re Clews Will Trusts Clews v Clews (with witnesses)
Re Cassidy Cassidy v Tickle
Llewellin v Crawshaw
Cook v. Corrigall
Smith v. Nicoll
Campbell v Maltby
Grenville v London Tin Corporation ld
Weech v Ayley

Before Mr. Justice FARWELL.

Short Cause.

Lucas' Trustee v Lucas

Petition

Re Companies Act, 1929 Re The United Alkali Co ld

Adjourned Summonses.

Re Aggs Fox v Aggs
Re Lancashire Lancashire v Royal National Lifeboat Institution
Spalding v Giles
Re King Dawes v Laye
Re Ticehurst's Settlement Wyatt v Ticehurst
Re Stredwick Barclays Bank ld v Stredwick
Re Slatter Slatter v Slatter
Re Mercer Re Married Woman's Property Act, 1882
Re Teden Public Trustee v Teden
Re Lloyd Webber v Nevins
Re Gooch's Will Trusts Gooch v Gooch
Re Williams Richards v Williams
Re Same Same v Same
Re Smith Ekin v Smith
Re Macown Fowkes v Mawdsley
Re King King v Buckingham
Re Moxon Udall v Pochin
Re Goodacre Goodacre v Goodacre
Re Ellis Will Trusts Cosens v Reid
Re Rowe Davies v Rowe
Attorney-General to H R H The Prince of Wales v Bradshaw
Re Henton Henton v Henton
Re Hughes Settlement Philipps v Hughes
Re Southall Southall v Whiting
Re Evans Ensor v Evans
Re Fitzgerald Fitzgerald v Regge
Re Bradden Hobbs v Bradden
Re Bennett Brown v Sladen
Re Ling Lloyds Bank ld v Ling

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 6th June, 1930.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy.

Re Harris Expte Shell-Mex ld v The Official Receiver (Trustee)
Re a Debtor (No. 1 of 1930) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 5 of 1930) Expte The Debtor v The Official Receiver and The Petitioning Creditor
Re Williams, S A Expte S Williams v E Owen (Trustee)
Re a Debtor (No. 6 of 1930) Expte The Debtor v The Official Receiver

MOTIONS IN BAMKRUPTCY.

For hearing before the Judge.

Re Cohen Expte I Morris v M Cohen, Trustee
Re Bolton, J B Expte Mrs M B Bolton v P S Booth & J S Wells, Trustees
Re Agelasto, P J, Sechiari, G P and Copsidas, D N (carrying on business as Rodocanachi, Sons and Co) Expte Bruno, Philipp & Jaffa & Levin, a firm v G E Sendell, Trustee
Re Homan Expte. P E M Coulthard, v H R Leach, The Trustee
Re Dobson, J E Expte Official Receiver (Trustee) v N V K Velthuys & Co
Re Kelly, W Expte Asbern Maschinenfabrik A G v A A Tweedie (Trustee)
Re Simms, W Expte A E Quaife (Trustee) v W Simms ld and Lloyds Bank ld
Re Brett, E W Expte A E Middleton (Trustee) v A Talbot, E Cutler, B E Jackson, W B Reidie, A Carter, Executors of D T Jackson dec. and R Golding
Re Grimes, P. W Expte The Official Receiver (Trustee) v K M Grimes

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

In re a Solicitor
Sillitoe v Goodison
Lord Mayor &c of Sheffield v Clarke (restated)
Lord Mayor &c of Sheffield v Clarke (restated)
Glamorgan County Valuation Committee v Barry Area Assessment Committee
Johnson v Idle & ors
The King v Storey Esq & anr, Jj's. of Sunderland & anr (expte Melross)
Pye v Andrews
The King v Licensing Justices for Borough of Maldon (expte Lawrence)
The King v Licensing Justices for Borough of Maldon (expte Lawrence)
The King v Licensing Justices of the Forest Division of Berks (expte Galloway)
In re a Solicitor
Elam v Howlett
Kramsky v Davies
The London Playing Fields Society v Assessment Committee for S. West Area of Essex
Walthamstow Borough Council v London Playing Fields Society
The King v Rothera, Esq (expte Chetwin)
Bridgland v White
Howard v Smith
F Bourne & Son v Shaxby
Warren v Mayor &c of the Borough of Chesterfield
The King v General Commissioners of Income Tax (expte Brooks and Doxey (1920) ld)
Revenue Officer, Middlesbrough v Assessment Committee for the Middlesbrough Assessment Area for the Middlesbrough Corporation
Revenue Officer, Worth Valley v West Yorkshire Road Car Co ld and Worth Valley (Keighley) Assessment Committee
Trustees of the Archdiocese of Cardiff v Pontypridd Area Assessment Committee and the Rating Authority of Mountain Ash
Beaumont v Shorter
The King v Ottaway, Esq (expte Bowie)
Rubin v J W Huelin ld
Revenue Officer, Lambeth v London Waste Paper Co ld
Revenue Officer, Cardiff v Assessment Committee for Cardiff Assessment Area and Neale and West ld
Sittingbourne U D C v Lipton ld
Revenue Officer, Cardiff v Assessment Committee for City of Cardiff Assessment Area
Winter v Woolfe
Dover Harbour Board v Assessment Committee of the Dover and Eastry Assessment Area and the Rating Authority for the Borough of Dover
In re Joan Margaret Carroll, an Infant

CIVIL PAPER—For hearing.

Rezin v Wood
Hankinson v Vickers (Bournemouth County Court)
Roberts v Jones (Newport County Court)
Southern Garage ld v Clark (East Grinstead County Court)
Oetzman & Co ld v Barnes (Bloomsbury County Court)
Posner v Segal (Bow County Court)
Hoskins v Lewis (West London County Court)
Alvarez v Emanuel (Westminster County Court)
Bright v Storey
Archer v George Beer & Rigden ld (Faversham County Court)
The Fulham & Hampstead Property Co ld v Pitt (Marylebone County Court)
Hearn v Household Equipment Supply Co ld (Clerkenwell County Court)
Carpenter v Haymarket Hotel ld (Westminster County Court)
Cleary v Lennox & anr (Westminster County Court)
Stevens & Lee v Ridout (Barnet County Court)
Allee v Great Western Railway Co (Marylebone County Court)
Player v Anglo Saxon Insce Assoc ld (Bristol County Court)
Winkworth v Raven (Northampton County Court)
Kassos Steam Navigation Co ld v Great Western Railway Co (Cardiff County Court)
Edwards v Brown (Wandsworth County Court)
Foster v R A Publishing Co ld (Norwich County Court)
Germain v Brownhill (Kingston County Court)
Hepburn v Postance (Lewes County Court)
Gates Motor & Engineering Co ld v Ralph (J Lester ld clmts) (Seaham Harbour County Court)
Williams v Thomas (Neath & Port Talbot County Court)
Schnabel Gaumer & Co v Semper
Carr v Newcastle United Football Co ld & ors (Newcastle-upon-Tyne County Court)
White v H G Dutfield (Whitechapel County Court)
Carr v Newcastle United Football Co ld & ors (Newcastle-upon-Tyne County Court)
Hoskins v Read (Shoreditch County Court)
Penton v Southern Railway (Southwark County Court)
In the matter of the Solicitors Act 1843 and In the matter of Solicitors
Miller v Cannon Hill Estates ld (Mayor's City of London Court)
London Welsh Estates ld v Phillip
Town v Fawcett (Wandsworth County Court)
Jones v Fine Worsted Manufacturing Co ld (Marylebone County Court)
Harry Neal ld v Taylor
Veaser v Lyall (Lambeth County Court)
Kairshaw v Marten Stewart ld (Bloomsbury County Court)
Pease & Partners ld v The Birtley Iron Co ld
C Stanworth & Sons ld v Munro & anr (Blackburn County Court)
John Waterer, Sons & Crisp ld v Huggins (Farnham and Aldershot County Court)
Richards v Evans (Pontypool County Court)

SPECIAL PAPER.

Civilian War Claimants Association ld v The King
Montague L Meyer ld v Travarn A/B H Cornelius of Gamleby

MOTIONS FOR JUDGMENT.

Tyrrell v Lavender (Branson J)
Slark v Summers
Dracus Society Anonyme v Hausheer

APPEAL UNDER THE UNEMPLOYMENT INSURANCE ACT 1920.

In the matter of an application by the Church of England and Incorporated Society for providing Homes for Waifs and Strays (re Parsons)

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Gooch's ld and B A Nash (H M Inspector of Taxes)
Rheinberg & Co and William Ogston (H M Inspector of Taxes) (remitted)
Properties Contract Co ld v J T Young (H M Inspector of Taxes)
Municipal Mutual Insurance ld and W J Hills (H M Inspector of Taxes)
F J C Grey and W A Tiley (H M Inspector of Taxes)
Keren Kayemeth le Jisroel ld and Commrs of Inland Revenue
The London Theatres of Varieties ld and Commrs of Inland Revenue
E A H Legge-Bourke and Commrs of Inland Revenue
R G Henry (H M Inspector of Taxes) and Arthur Foster
R G Henry (H M Inspector of Taxes) and Joseph Foster
R A Hunter (H M Inspector of Taxes) and Commander H Dewhurst

DEATH DUTIES—SHOWING CAUSE.

In the Matter of John William Atkinson dec
In the Matter of George Eli North dec
In the Matter of Annie Sharpe dec
In the Matter of George Bone dec
In the Matter of Charles Frederick Wahl dec

PETITION UNDER THE FINANCE ACT, 1894.

In re the Estate of Blayney Reynell Townley Balfour dec

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 26th June, 1930.

	Middle Price 18thJune 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87¼	4 11 8	—
Consols 2½%	53¾	4 13 11	—
War Loan 5% 1929-47	102⅝	4 17 7	—
War Loan 4½% 1925-45	98	4 11 10	4 14 0
War Loan 4% (Tax free) 1929-42	101	3 19 3	3 18 0
Funding 4% Loan 1960-90	88½	4 9 11	4 11 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	103½	4 16 7	4 15 9
Conversion 4½% Loan 1940-44	98¼	4 11 7	4 13 6
Conversion 3½% Loan 1961	77	4 10 11	—
Local Loans 3% Stock 1912 or after	63½	4 14 6	—
Bank Stock	252½	4 15 1	—
India 4½% 1950-55	85	5 5 11	5 12 6
India 3½%	62xd	5 12 11	—
India 3%	53xd	5 15 2	—
Sudan 4½% 1939-73	96	4 13 9	4 14 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 19 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103	4 17 1	4 16 9
Commonwealth of Australia 5% 1945-75	87	5 14 11	5 16 3
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	93	4 16 9	4 17 9
Natal 4% 1937	95	4 4 3	4 16 9
New South Wales 4½% 1935-45	79	5 13 11	6 15 0
New South Wales 5% 1945-65	87½	5 14 3	5 16 9
New Zealand 4½% 1945	95	4 14 9	4 19 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101	4 19 0	4 18 6
Queensland 5% 1940-60	85½	5 17 0	6 0 9
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	85½	5 17 0	5 18 6
Tasmania 5% 1945-75	89½	5 11 9	5 12 9
Victoria 5% 1945-75	85½	5 17 0	5 18 6
West Australia 5% 1945-75	88½	5 13 0	5 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	102	4 18 0	4 17 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	71	4 4 6	4 16 9
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	102	4 18 0	4 16 6
Hull 3½% 1925-55	80	4 7 6	4 17 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 16 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	82	4 17 7	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	76	5 5 3	—
L. & N.E. Rly. 4% 1st Guaranteed	71	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	62½	6 8 0	—
L. Mid. & Scot. Rly. 4% Debenture	79	5 1 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Preference	65½	6 2 2	—
Southern Railway 4% Debenture	79	5 1 3	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-OFFICER, with 18 years' Eastern Exchange Banking experience. Thorough knowledge of accountancy desires post. Will go anywhere. 11997.

EX-OFFICER, married, age 40 years, seeks employment for position of trust. Dis. 313.

EX-FLYING Officer, Public School, for health reasons urgently desires position as caretaker, country or seaside, or any similar position where absolute integrity is essential. Highest possible references. 12015.

ABILITY. — Appointment Manager and/or Secretary or Assistant desired. Advertiser has held responsible posts in important concerns. Public School, Honours degree-Special. Qualifications: Organisation, Accounts, Law, Modern Office methods, Technical knowledge—wide experience, exceptional testimonials. 11975.

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RETIRED Officer qualified and successful teacher and coach, speciality Military subjects, history and languages, desires post. Excellent translator from French, all styles. Willing travel, well acquainted with the East. 11533.

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